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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Peace Conference.

THE NEGOTIATIONS at the Peace Conference go on without, so far, any final result. The German Delegation have handed in their general observations on the proposed treaty, which have been published in full, and also their counter proposals, which—apart from a very brief summary which "must be accepted with a certain reserve"—appear to be interned at Versailles; and the terms to Austria have been in part handed to the Austrian Delegates and published. The German observations make, as was to be expected, the comment that the Allies' proposals are not in accordance with the "fourteen points," and that Germany is not admitted at once into the League of Nations. As to the latter it is generally recognized that, for the League to be effective, it must include all the present belligerent countries, and the only question is whether this shall be at once or in the near future. As to the former, the "fourteen points" are necessarily recognized as the basis of negotiation. The question is as to putting them in concrete form consistently with the many problems to which the war has given rise. The guiding object of all responsible statesmen should be to secure such a settlement as will not bear in itself the seeds of future trouble. To this principle all other considerations are subordinate.

The Simplification of Chancery Procedure.

WE PRINT elsewhere some important suggestions for reform of procedure in the Chancery Division, particularly in regard to the work outside the actual hearing of causes by the judges, whether in court or in chambers. Every practitioner who is conversant with the matter knows that there is excellent work done in the chambers of the Chancery Division. A long appointment before a Master for the discussion of complicated matters of administration, or of difficult points of law such as often enough fall to be determined in this jurisdiction, offers a sufficient variation on the public work in the courts to be attractive and interesting, and the more routine work, too, is generally accomplished smoothly and pleasantly. Occasionally

there is delay, and just about the commencement of the war there were submitted to us for comment the papers in a modern *Jarndyce* v. *Jarndyce* which was a striking example of the way in which proceedings could be spun out. But the time was not appropriate for criticism, and in fact, if we remember rightly, the delays in that case were due partly to the death of a Master and partly to the various incidental hearings in court being before different judges. But suggestions such as those which our contributor makes for amalgamating the different proceedings in one department would tend to simplify and quicken proceedings generally, quite apart from accidental causes of delay incident to particular matters. It should be remembered, however, that proposals of this nature are not altogether new. The Sixth Report of the Royal Commission on the Civil Service, dealing with the Legal Departments, was issued at the end of 1915, and we gave a full account of its recommendations (60 SOLICITORS' JOURNAL, pp. 334 *et seq.*). The Commissioners reported in favour of the union of the offices of the Master and the Registrars:—"We are clearly of opinion that the Chancery Chambers and the Chancery Registry should be united in a single office which would do all the business of the Chancery causes, with the exception of taxation and such business as is done in the central office." This our contributor recognizes, but it will be seen that his suggestions would carry the work of amalgamation a good deal further.

The Liquor Control Board and Compensation.

THE House of Lords (*Times*, 31st ult.) have affirmed the decisions of the Courts below—YOUNGER, J. (61 SOLICITORS' JOURNAL, 709), and the Court of Appeal (62 SOLICITORS' JOURNAL, 566; 1918, 2 Ch. 101)—in *Central Control Board (Liquor Traffic)* v. *Cannon Brewery Co. (Limited)*, that, upon the Board taking licensed premises under their Defence of the Realm powers, compensation is payable under the Lands Clauses Acts. The Board, of course, have not repudiated their obligation to pay compensation in some form, but they have claimed that it is payable only *ex gratiâ* under an award of the Defence of the Realm Losses Inquiry Commission (Licensed Trade Claims). The company, on the other hand, have contended successfully for a legal basis for compensation. Their case rested on the definition of "undertaking" in the Lands Clauses Act, 1845, as meaning an "undertaking of whatever nature which shall by the special Act be authorized to be executed." The Courts have seen no reason for not applying this to the powers for the sale and supply of intoxicating liquor which are vested in the Central Control Board. The exercise of these powers forms an undertaking, and since the undertaking involves the purchase or taking of lands, the Lands Clauses Act is incorporated. This incorporation carries the right to compensation under the provisions of that Act. The "special Act" is constituted by the Defence of the Realm (Amendment) (No. 2) Act, 1915, which authorized the introduction by Order in Council of State Control of the liquor traffic, and the Orders made under it. By an Order in Council of 11th June, 1915, the Central Control Board was established and powers for the acquisition of licensed premises vested in it. This represents a connected scheme of a public nature, based like other public undertakings on the Lands Clauses Act, and hence that Act applies to it, though it is quite possible that the framers of this Emergency Legislation never contemplated such a result. But it seems obvious that, if compensation is payable at all, it should be assessed by legal process and not left to the administrative mercy of officials.

The Ministry of Health Act.

THE GOVERNMENT have succeeded in passing one of their chief Reconstruction Bills, and the Ministry of Health Act has received the Royal Assent. There is usually quite a substantial interval between the passing of an Act and its issue to the public, and any comment we have to make can be reserved until we have the final form of the measure. But the general effect is to create a Ministry of Health "for the purpose of promoting the health of the people throughout England and Wales," and the new Ministry takes over the powers and duties of the Local Government Board and of the Insurance Commissioners, and certain of the duties of the Board of Education. Certain other Government powers can be transferred to it later by Order in Council, and powers which are included in the general transfer, but which are not appropriate for the new Ministry, can be retransferred to other Departments. A revision of the Poor Laws is, it seems, necessary to complete the scheme.

Eviction Under the Increase of Rent Acts.

WE REFERRED recently (*ante*, p. 528) to some points involved in sub-section 3 of section 1 of the Increase of Rent, &c., Act, 1915, and to the difficulty experienced by the courts in exercising their discretion in making ejectment orders under that sub-section—a difficulty which Judge SELFE at the Marylebone County Court referred to as an insoluble problem. As already pointed out, the cases before the county courts have been multitudinous, and those before the High Court have been very few and very far from decisive. But in the recent case of *Epsom Grand Stand Association* v. *Clarke* (*Times*, 28th ult.) we now have a decision of the Court of Appeal, which, though not solving the main difficulty, has done something to clear the ground. There the case of the plaintiffs was that they required the premises, which were licensed premises, on four grounds: (1) that they required the house for their manager; (2) that they required it for stables; (3) that they required it for storing purposes; and (4) that it was undesirable that licensed premises should exist at that spot; and the court held, on the evidence, that the plaintiffs had failed to prove that the premises were "reasonably required by the landlord." The case was really decided on the facts, which were rather exceptional, and it is significant that the court stated that, if the plaintiffs had presented their case more fully and intelligibly, they might have succeeded, which seems to shew how much the decision depended on the evidence before the court. The case, therefore, can hardly be considered as laying down any principle of general application, and does not touch the very vexed question of accommodation elsewhere. At the same time it does decide some questions of minor importance. It decides that the onus is on the landlord; it is for him to satisfy the court that the premises are reasonably required within the meaning of the Act; he must not only act *bona fide*, but he must also act reasonably in requiring possession of the premises; and the circumstances must be stated from which the court can decide whether the premises are reasonably required or not. All this was admirably put by the Court of Appeal in emphasizing the point that the requirement must be reasonable, and they held that the materials on which they were asked to say that the premises were reasonably required were insufficient. The most important and most pressing question under the Act is whether a landlord can evict a tenant who can find no other accommodation. Can the landlord reasonably require the premises under such circumstances? This still remains unanswered, but the decision of the Lord Chief Justice in *Nathan* v. *Hart* (*Times*, 5th inst.) emphasizes the point that alternative accommodation for the tenant is the chief consideration, and that the onus of proving that there is such accommodation is on the landlord. And in *Vernon Investment Association* v. *Welch* (*Times*, 17th ult.), GREER, J., has held that there is no discretion in the court under the words "some other ground" in section 1 (3) of the Act of 1915 to grant possession to a landlord who is not within the statutory definition of "landlord."

Double Rent and the Increase of Rent Acts.

IN *Vernon Investment Association* v. *Welch* (*supra*) the question was raised to which we adverted recently (*ante*, p. 495), whether the Increase of Rent, &c., Acts apply to cases where the tenancy is not a periodic tenancy determinable by notice to quit, but a tenancy for a definite term which determines by expiration of time. We expressed the opinion that the Acts cover the latter class of case, and GREER, J., is of the same

opinion. There was nothing, he said, to distinguish the two classes for the purposes of the Act. There have also been two reported cases explaining the nature of the tenancy which arises where a tenant holds over under the protection of the Acts—*Flannagan* v. *Shaw* (*Weekly Notes*, 1919, p. 139), and *Crook* v. *Whitbread* (*Times*, 24th ult.). These were cases in which questions were raised, in the former, as to liability to pay double rent under the Distress for Rent Act, 1737, and in the latter, to pay double the annual value under the Landlord and Tenant Act, 1730. Double rent is recoverable where a tenant, who has given notice to quit, holds over after the expiration of the notice. Under section 1 (1) of the Act of 1915, where the rent has been increased, the increase is not to be recoverable. Does this refer only to an increase made by the landlord, or does it extend to a statutory increase such as double rent? The case of a tenant giving notice, and then refusing to go, is unusual, and is not quite a case which deserves the protection of the Act; but if the Act protects such a tenant from ejectment, it would be singular if it left him liable for an increased rent—one of the two things the Act is meant to prevent. At any rate, the Divisional Court (HORRIDGE and BAILHACHE, JJ., the latter doubting) held that the Act prohibited increase of rent however arising and hence forbade the recovery of double rent against a tenant holding over in spite of his own notice.

Double Value and the Increase of Rent Acts.

IT IS singular that the distinction between double rent under the Distress for Rent Act, 1737, and double value under the Landlord and Tenant Act, 1730, should have been preserved to the present day. Double value is recoverable where a tenant "wilfully" holds over after determination of his term, and after demand made and notice in writing given for delivery of possession; but in a series of cases it has been established that the holding over must be contumacious in the sense that the tenant knows he has no right to keep possession; the statute does not apply if he holds over under a *bona fide* mistake, or under a fair claim of right: *Wright* v. *Smith* (5 Esp. 203); *Soulsby* v. *Neving* (9 East, 310); *Swinfen* v. *Bacon* (6 H. & N. 846); *Hirst* v. *Horn* (6 M. & W. 393); *Rawlinson* v. *Marriott* (16 L. T. 207). It would be difficult to hold that there was anything contumacious in a tenant holding over under the protection of the Increase of Rent, &c., Acts, and the Divisional Court (AVORY and SALTER, JJ.), in *Crook* v. *Whitbread* (*supra*), decided that double value is not in such a case recoverable. It was also held that, notwithstanding the notice to quit, the tenant remained a tenant on the terms of his former tenancy; and so long as he continued to pay his rent, as he had been doing, quarterly, and performed the other obligations of the tenancy, the landlord could not, by giving him a notice to quit, turn him into a tenant on sufferance, and pursue the rights which a landlord would have against a tenant on sufferance. This is in accordance with what we have already said (*ante*, p. 495) as to the nature of the statutory tenancy arising under the Acts. It should be noticed, too, that in *Epsom Grand Stand Association* (*Limited*) v. *Clarke* (*supra*) it was pointed out, as was done in the letter of "TALON" in these columns (*ante*, p. 515), that, on holding over there is in strictness no agreed rent, but BANKES, L.J., said:

> Where the tenancy has expired by effluxion of time, there is no agreed rent to be paid and no conditions to be performed after the expiration of the tenancy. I think, however, it must be assumed—and the statute can only be worked on that assumption—that the rent which the tenant is to continue to pay will be at the same rate, and the conditions which he must continue to perform will be the same, as the rate and conditions which applied before the tenancy had expired.

This again is in accordance with our interpretation, and the inference seems to be that the statutes are not difficult to work by the application of common sense to the received principles of the law of landlord and tenant.

Gifts for Masses.

THE House of Lords has reversed (*Bourne* v. *Keane*, *Times*, 4th inst.) the decision of the Court of Appeal in that case, *sub nom. Re Egan* (1918, 2 Ch. 350), and has decided that bequests of money to be expended in saying masses for the dead are valid. The Court of Appeal, in holding that such gifts for masses in the present case were invalid, did not attempt to deal with the question of law on its merits, but simply stated that the law on the subject was too well settled to be disturbed by the Court, "having regard to the whole course of the decisions since the statute of 1 Ed. 6, c. 14." The modern doctrine really rests on the decision of Lord COTTENHAM (when Sir CHARLES PEPYS) in *West* v. *Shuttleworth* (1835, 2 M. & K. 684), who thought he was bound by the long line of cases from 1547 to his own day to hold bequests for masses invalid as being gifts for superstitious uses. That is now eighty-four years ago, and the arguments based on the construction of the Chantries Act of 1547, and the remedial legislation in favour of Roman Catholics culminating in the Roman Catholic Charities Act, 1832, which were insufficient for the Master of the Rolls in 1835, have now proved sufficient to induce the House of Lords to decide the question as though it were *res integra*. The decision of the House of Lords was not, indeed, unanimous; it represented the opinions of the Lord Chancellor and Lords BUCKMASTER, ATKINSON and PARMOOR, as against the dissenting opinion of Lord WRENBURY. The judgment delivered by Lord WRENBURY reflects an important phase of the whole question of overruling a decided case of eighty-four years' standing, to say nothing of the older cases of more than 300 years ago. He definitely thought "that the decision in *West* v. *Shuttleworth* ought not to be disturbed." This, of course, is the well-known doctrine of *stare decisis* so often enunciated by Lord KENYON. But the question at issue in the present appeal is not merely one of property rights. The subject is too large to deal with in a note, and we hope to return to it at some future time. The body of professional opinion which is in sympathy with the view taken by Lord WRENBURY finds utterance in a leading article of the *Times* of Wednesday last (4th June). The writer of that article appears to consider that it would have been more expedient that the far-reaching change in the law effected by the House of Lords' decision should have been carried out by means of legislation, and the article concludes: "We cannot but gravely doubt with Lord WRENBURY whether it is either expedient or in accordance with the wise principles on which the House of Lords in their judicial capacity usually act, for that exalted tribunal to substitute their own opinion upon construction for an opinion of such antiquity, and one which has so long stood unchallenged, as that they have now declared to be bad law." But we think that the larger part of professional and other enlightened public opinion will agree with the expediency of the House of Lords, in this instance, exercising their undoubted right of voicing their own opinion. It is, indeed, the natural corollary to *Bowman* v. *The Secular Society* (1917, A. C. 406). The State, as represented by the Courts, is indifferent to conflicting religious views. They are matters of private interest only.

Autrefois Acquit

THE MOST uncertain of pleas in a criminal court is that of *autrefois acquit*. It is not too much to say that no one is really sure what exactly it means. What it does not mean is clear. It does not mean that a person once tried and acquitted for an offence cannot in any circumstances be tried again. He can. Or rather, sometimes he can and sometimes he cannot. The boundary line between the cases where he can be retried and the cases where he cannot is very fine indeed. Roughly the tests are (1) is the offence the same offence or one for which he could have been convicted on the previous trial (*R.* v. *Barron*, 1914, 2 K. B. 570), and (2) was he ever in peril of conviction at the previous trial. If both conditions are satisfied the plea bars retrial; otherwise, it does not. The second condition creates a difficulty. For the first trial may have been irregular and quashed on that account. If so, it is a nullity *ab initio*, and the prisoner can be retried on the ground that he has never been tried at all: *R.* v. *Harrington* (28 J. P. 140). This applies whenever a preliminary objection to the form of the indictment, summons, &c., succeeds; and therefore victories for the defen-

dant won by an ingenious and skilful master of technicalities are sometimes of extremely doubtful benefit to him. The latest case, *Williams* v. *Letheren* (*ante*, p. 535) illustrates these niceties. Here justices issued a summons under section 20 of the Sale of Food and Drugs Act, 1869. It was served informally, because a requirement of the statute was omitted, namely, no analyst's certificate was served along with the summons. Before the actual hearing the prosecutor learned this, and took out a second summons, which was properly served, returnable for the same day as the other. When the cases came on he asked the justices to take the second summons first, and secured a conviction. Had the first summons been heard first, an acquittal on its technical ground must have followed. The Divisional Court was, therefore, urged to quash the second hearing on the ground that the first summons had not been disposed of, was admittedly bad, and must be construed as an acquittal. The court refused to do this, but considered the practice adopted undesirable.

The Practice in Applications Under Arbitrations.

An important point of practice was decided by the Divisional Court on an application for directions in *Re Arbitration between Cowan Brothers (Limited) and Henry Rymer and Co.* (1919, W. N. 140). An arbitrator had stated his award in the form of a special case. This was set down in the special paper, and in due course would come before a single judge taking that paper. But meanwhile one of the parties put down a notice of motion to set aside the award on the grounds of (1) error apparent on its face of the award, and (2) misconduct of the arbitrator in connection with the admission of evidence. In the ordinary course, we hardly need say, such a motion comes before the Divisional Court. But under the present circumstances this would mean duplication of proceedings; the same point would doubtless be taken as a preliminary objection on the hearing of the special case by the judge taking the special paper. Now the present practice of the High Court rightly is to avoid such duplication. The question, therefore, arose whether the special case or the motion, should be transferred. In *Produce Brokers Co.* v. *Blythe, Greene, Jourdain and Co.* (1918, W. N. 176), Sankey, J., had held that a similar motion should be assigned to him for hearing with the special case. This time, however, the application was made to the Divisional Court, which was not bound to follow Mr. Justice Sankey's ruling. But both the judges sitting, Darling and McCardie, J.J., preferred the course taken by Mr. Justice Sankey as obviously the most convenient, so a positive direction was given that, in future, where a special case stated by an arbitrator is before the courts, any subsequent motion to set aside the award must be placed in the special paper.

The Statutory Regulation of Wages.

It has been pointed out by a distinguished English jurist, Sir Courtenay Ilbert, in his "Legislative Methods and Forms," that in England our statutory law is very often rather the handmaiden than the rival of "Our Lady of the Common Law," to quote the pleasing phrase happily invented by another eminent jurist, Sir Frederick Pollock. This is true not merely of Declaratory Statutes, such as *De Conspiratoribus* and the Statute of Treasons and others too numerous to mention, but also of such great constitutional monuments as *Magna Carta* and the Bill of Rights, the aim of which was to restate in an unquestioned form a view of the common law held by the advocates of popular liberties. This, of course, is a trite reflection. But it is not so well known that much of our recent legislation has its counterpart in mediæval common law and Crown law and in early statutory law.

Current proposals for the statutory fixing of wages and such legislation as the Corn Production Act, 1917, and the Orders the Agricultural Wages Board made thereunder, do little more than re-enact in modern phraseology and for such modern circumstances the great Elizabethan statute of Labourers (5 Eliz., c. 4), passed in 1563. And that statute itself was but a restatement in new guise of an old common law principle, which we now will proceed to describe.

One of the forgotten foundations of mediæval common law is the once famous doctrine of the "*justum pretium*." Never very clearly formulated for a reason which will be explained in a moment, this principle governed all contracts for the sale of goods and the payment of wages in pre-Reformation days (Ashley's "Manorial Organisation of England," pp. 39 *et seq.*). Indeed, the very phrases "contract of sale" and "contract of service" are something of an anachronism. A sale of chattels was regarded as analogous to a conversion of the seller's chattel by the purchaser, who must compensate him by paying the value of the article. The value was not a matter of bargaining between individual sellers and buyers at all. It was fixed by the steward of the Manor or the freeholders in the Court Leet or Court Baron or Court of Pie Poudre, as the case might be. In the towns it was fixed by the "Assayors" or Overseers elected by each trade-guild, and was enforced in the courts of the borough. Indeed, the absence of any clear pronouncement on the *justum pretium* in our early year-books is due to the fact that the Manorial and Borough Courts had practically exclusive jurisdiction in all such contracts (*Tarde, Historie de la Price Juste*).

A similar rule applied to the contract of service. In the rural districts this was unknown; serfdom and vassalage, or the acceptance of a copyhold tenancy on condition of performing the customary manorial obligations, were the only means of selling one's services to another. Such relations created a life-long status, not what we call a contract. In the towns, however, a journeyman might sell the product of his labour to his master, and in time there grew up a contractual relationship—nominally sale of labour—but in substance a contract of service. But the origin of the contract in the sale of a product is shown by the fact that the old action for "work and labour done," like that for "goods bargained and sold," was an action in "debt," in fact one of the eight *indebitatus* common counts. In other words, it was an action for the recovery of a chattel or sum of money taken from the plaintiff, for that is the origin of the action in debt. By a legal fiction the purchaser or hirer was regarded as having converted to his own use the property of the seller or labourer, who now sued for its recovery. It was only at a much later date that the doctrine of *assumpsit* governed a contract of service.

Now, when the old Manorial and Guild Organisations disappeared as real legal forces in the days of the Black Death and the Tudor Revolution, it was necessary to replace both. The Commission of Justices of the Peace was the new body which took over these old duties. But it took them over in a new form. The common law rules and customs were unknown to the new tribunals as such. And so legislation was necessary to give them authority to restore the *justum pretium* in each sphere of industry. This is the historical foundation on which rested the famous Elizabethan legislation affecting the wages of labour and the apprenticing of vagrants.

The leading statute, 5 Eliz. c. 4, begins with a recital that the existing law relating to wages could not "conveniently be put in due execution without the greatest grief and burden of the poor labourer and hired man." Justices were therefore authorized to fix a rate of wages which would "yield unto the hired person, both in time of scarcity and in the time of plenty, a convenient proportion of wages." Such rates were fixed at the Easter Session in each year. The rate was a standard rate, at once a minimum and a maximum, binding under severe penalties on both masters and men. Justices were to certify them to the Chancery, which was then to publish them—by a Proclamation of the Privy Council—in the petty sessional district to which they related. If in any year no new rates were fixed, the old rates were to continue in force.

A curious difficulty, however, soon arose in the interpretation of this law. It proved very unacceptable in the woollen industry, now rising into importance. An ingenious attempt was therefore made to contend that it applied only to labourers

in husbandry—then the most numerous class of workers—whose hirings were usually for one year, and not to persons engaged in "domestic" industry. By "domestic" industry was meant the ordinary manufactures, in those days carried on in his own home by the worker, who received his materials from the merchant-employer, took them home, and worked them up. A new statute was necessary to make the law clear. It came in 1597. The 39 Eliz. c. 12 expressly declares that justices must fix the rates of wages "of any labourers, weavers, spinsters, and workmen or workwomen whatsoever, either working by day, week, month, or year, or taking any work at any person's hand whatsoever to be done." This comprehensive clause hit all trades, and applied to piece-work as well as to time-work. Difficulties still arose. But in 1603 the statute 1 Jac. c. 6 confirmed the old statutes, imposed penalties for fraud, and enacted that no justice who himself was a master should take part in assessing the wage rates of his own industry, an obviously equitable provision.

Gradually, however, a new limitation grew up. It became generally held that these three statutes only applied to industries which had existed in 1563, and not to new industries coming into existence later. Thus the cotton, linen and iron trades—which were born at a later date—escaped the jurisdiction of justices, and from their very commencement had the benefit of "free contract." Gradually the system introduced in their case proved so beneficial that the old statutes were repealed. But this did not happen until 1813! Indeed, in 1786 an Act extending the old law to woollen weavers was actually passed, but repealed next year. In 1773 the Spitalfield Acts enacted a minimum wage for the benefit of the silk weavers, but this was repealed in 1824. From that date to 1909 free contract prevailed.

Legislation, however, is apt to move in cycles. The wheel of State-Prices come round again in 1909. The Trade Board Act of that year set up boards of employers and workmen in equal numbers, with the addition of from three to five Government officials, to fix minimum wages in all "sweated" industries. In 1912 the same principle was extended to coal mines, except that one independent chairman took the place of impartial umpire between the parties equally represented on the boards. In 1915 the Munitions of War Acts set up tribunals to assess wages in all occupations which were directly or indirectly concerned in the manufacture of equipment of war. In 1918 a short Act passed in November extended this regulation for six months, and it has been extended for another six months by another temporary Act. How much farther the principle will go no man can say.

It will be seen, then, that our new minimum wage legislation has behind it a long history, alike in the annals of the common law and in the records of Tudor legislation. The new statutes are not so novel as they seem. Assistance in their interpretation may usefully be gained by the perusal of year book cases arising under the earlier law. To the common law practitioner, compelled to argue a case arising out of the recent statutes before some divisional court to which precedent and technicalities are much dearer than the principles of "natural justice and equity," an examination of the old law in search of illustrations and analogies, useful if archaic, may be heartily recommended.

Creation and Transfer of Equitable Estates of Inheritance.

Norton on Deeds (which succeeded "Elphinstone, Norton, & Clark" of 1885) was published in 1906. On page 329 the following *placet* appears (embracing two propositions): "An equitable limitation by way of trust executed, as distinguished from an executory trust, has the same construction as a legal limitation, and a grant of an equitable interest has the same construction as a grant of a legal interest." The two latest cases cited among the authorities for and notes on the above quotation are *Re Irwin* (1904, 2 Ch. 752) and *Re Tringham's Trusts* (1904, 2 Ch. 487), both referred to on page 332. *Re Irwin* relates rather to the second of the two propositions in the quoted passage, *Re Tringham's Trusts* to the first. But the author's comment on this latter case is: "It is submitted that this decision, though authority for it can be found in some of the older text-books, is not reconcilable with the modern decisions." The point decided in *Re Tringham's Trusts* was that, where land had been conveyed in fee to trustees and trusts declared without using words of inheritance in respect of the beneficiaries' interests, the equitable estate vested in the beneficiaries was nevertheless a fee simple. In *Re Irwin* it was decided that an assurance of an equitable estate to trustees, without using words of inheritance, passed only an estate for life, so that the trust came to an end on the death of the survivor, and left no further interest in the beneficiaries. The one case related more particularly to the creation of an equitable estate, the other to the transfer of an equitable estate.

Now, *Re Tringham's Trusts* has been followed in a number of cases since decided in the English courts, and these cases have also been followed in the Irish and oversea courts, where it has been definitely recognized that *Re Tringham's Trusts* marks a change in the current of judicial opinion on the subject of the necessity for words of inheritance in assurances of equitable estates in fee simple. The principle of *Re Tringham's Trusts* has been referred to with approval in the Court of Appeal in *Re Thursby's Settlement* (1910, 2 Ch. 181), and in the High Court of Australia in *Hunt* v. *Korn* (1917, 24 Commonw. L. R. 1). Among cases in courts of first instance to the same effect in England, Ireland and overseas are: *Re Oliver's Settlement* (1905, 1 Ch. 191); *Re Nutt's Settlement* (1915, 2 Ch. 431); *Cross* v. *Cross* (1915, 1 I. R. 304); *Re Murphy and Griffin's Contract* (1919, 1 I. R. 187); *Re Anderson's Settlement* (1915, Vict. L. R. 355; *Buckleton* v. *Smith* (1908, 8 State R. (N.S.W.) 467). The statement, therefore, in "Norton on Deeds" that *Re Tringham's Trusts* "is not reconcilable with the modern decisions" cannot any longer be considered as correct. Nor is it any longer right to say (as is said in the first of the two propositions above quoted) that an equitable limitation by way of trust executed has the same construction as a legal limitation.

Is the second of the two propositions equally incorrect? or is *Re Irwin* to be considered as authoritative for the statement that a grant of an equitable interest has the same construction as a grant of a legal interest? Decided cases do not warrant such a clear or confident answer being given to these questions as it is possible to give with respect to *Re Tringham's Trusts* and the first of the two propositions. In *Re Irwin* itself the case of *Re Tringham's Trusts* was expressly distinguished by Buckley, J., and again in *Re Monckton's Settlement* (1913, 2 Ch. 636) Sargant, J., distinguished the two cases and definitely preferred to follow *Re Irwin*. In both these cases the owner of an equitable estate assured his interest to trustees without using words of inheritance, and in both it was held that a life estate only was conferred, with the result that the limitations of the settlement came to an end on the death of the surviving trustee. In *Re Monckton's Settlement*, Sargant, J., referred to the "clear general rule that an executed limitation of an equitable estate must *primâ facie* be read in the same sense and with the same result as a limitation of a legal estate." The "*primâ facie*" application of the "general rule," however, is not in any doubt, and it may be that *Re Irwin* and *Re Monckton's Settlement* are to be regarded as merely cases in which sufficient evidence of intention to pass the fee simple of the equitable estate was not found within the four corners of the deed under construction. This was the view suggested by Neville, J., in *Re Nutt's Settlement* (*supra*). In that case it seems to have been taken for granted that *Re Monckton's Settlement* was an ordinary case of construction, and with regard to *Re Irwin* Neville, J., said: "I am not convinced that he [Buckley, J.] did not think that in the case before him there was no sufficient indication of intention contained in the deed to enable him to say that, in spite of the absence of words of limitation, it was intended that the equitable fee should pass." The learned Judge went

on to deprecate any distinction being made between such cases as *Re Irwin* and *Re Tringham's Trusts:* "I think that in the construction of deeds dealing with equitable estates the Court should put such a construction upon the covenant or grant as may be consistent with the intention expressed in the whole deed."

Re Nutt's Settlement, though following *Re Tringham's Trusts* rather than *Re Irwin*, was in its facts nearer to the latter case than to the former. The question before NEVILLE, J., was whether an appointment of the equitable interest in a "trust fund and property" in favour of the appointor's sons, without using words of inheritance, gave them the fee simple in the realty which formed part of the fund, and it was held that the whole interest in the land—the fee simple—passed by the appointment.

There is the same difficulty in some of the Australian cases, as with regard to *Re Irwin* and *Re Monckton's Settlement* on the one hand, and *Re Tringham's Trusts* and *Re Nutt's Settlement* on the other: see *Macintosh* v. *Macintosh* (1917, 17 State Rep. (N.S.W.) 15, 351); *Thompson* v. *Hunt* (*ib.* 543). In both cases a life estate only was held to have passed, but the principle was (in the latter case) laid down that "the Court must be able to lay its finger upon something definite in the language of the deed, and say that indicates an intention to create a fee without the use of words of limitation." This case (*Thompson* v. *Hunt*) was on appeal reversed by the High Court of Australia: *Hunt* v. *Korn* (*supra*). The principle laid down was approved, but the appellate court held "that the cumulative effect of the various expressions we have pointed out" was that an intention was shewn to pass the whole equitable interest, and not merely an estate for life.

Notwithstanding the difficulties and inconsistencies brought about by *Re Irwin* and *Re Monckton's Settlement*, the right conclusion seems to be that there is no distinction between the creation of any equitable interest in land and a transfer of an equitable interest already in existence; but that in each case a fee simple will pass without words of inheritance or limitation, if there is shewn on the face of the deed sufficient intention on the part of the donor, grantor, or appointor that a fee simple is to be the subject of the gift or assurance.

Reform in the Chancery Division.

THE following article has been communicated to us by a practitioner of considerable experience:—

Reform is in the air, and reconstruction is the order of the day. Both are long overdue, and may well be applied in some of the legal departments, particularly in the Chancery Division of the High Court of Justice. While business in other branches of the court is showing an increase—most marked in the last few months with the end of the war in sight—it is notorious that business in this division is not only falling off but, compared with a few years ago, is fast reaching the vanishing point. It is clear that practitioners and their clients are, so far as possible, avoiding proceedings there.

What is the reason for this, and what is the remedy? It is not that the public have no confidence in the judges assigned to the division. Never was the division stronger in this respect, but they are surrounded and overloaded with a cumbersome machinery to an extent which does not obtain in any other branch of our legal system.

The reason may be found in considering and criticising the procedure and organization through which the judge is approached and his decision recorded. Take the case of a practitioner instituting and prosecuting an action. The prospect before him is truly formidable, both in the proceedings he must take and the different departments to which he must go. He must be an expert to be familiar with the practice, and, however diligent he may be, the various processes and departments must involve delay. No wonder that he hesitates and comes to the conclusion that the trouble and expense are not worth while if they can be avoided. Still less is it wonderful that his client concurs and declines to tread the weary way.

The practitioner's object is to approach the judge and obtain an order. This may involve, and usually does, proceedings in the following departments:—

1. Record and Writ Department,
2. Filing Department,
3. Judge's Chambers,
4. Judge in Court or Chambers,
5. Registrar's Department,
6. Taxing Master's Department,

and other sub-departments of the Central Office and judge's chambers not necessary to specify.

Each of these separate departments has, of course, a separate set of officials, and the business in hand may have to be discussed in each. The conduct of business is not centralised, and the system leads to confusion and unnecessary duplication and expense.

Nothing need here be said about pleadings, discovery, evidence and other matters with which the practitioner has to deal, except that the practice as to them may be simplified by a simpler and more centralized organization. But enough has been said to shew how complicated the machinery is, and what labour may be entailed in a simple matter. True it is, "*parturiunt montes*," and, if the product is not ridiculous, it is pardonable to suggest that the process goes far to deserve that epithet.

In such circumstances, is it remarkable that business in the division is fast declining, and are not the reasons for the decline obviously inherent? And what is the remedy, and how can the business which has been lost be regained?

It will not be effective to leave the system as it is and merely to attempt to increase the business of the division by absorbing other smaller outside departments, such as bankruptcy, companies winding-up, and lunacy, particularly if the machinery of these departments is, as is undoubtedly the case, simpler and more suited to their requirements than the Chancery Division could ever be. This has been suggested, but the proposal has been abandoned, and it has been decided that it would not be desirable.

The remedy surely lies in simplifying the procedure by amalgamating the separate departments before mentioned and centralizing the business of the division as far as possible in the judge's chambers.

Taking them in the order mentioned, the following changes might be made:—

Record and Writ Department.—Originating summonses need not be issued here, but should be issued by rota in the judge's chambers.

Filing Department.—All documents could be filed in the judge's chambers until the action ended, and thus duplication of affidavits and the consequent expense could be avoided. The original would always be available in chambers, and an office copy need not necessarily be made.

Registrar's Department.—No new registrars have been appointed in recent years, and the department, as a separate department, is marked for extinction. It could at once be dispensed with if all orders made in court and chambers were drawn up in chambers, as they surely should and could be. The registrars (so long as they exist), and their principal clerks, could be attached to chambers for the purpose of attending in court and drawing up orders made there and in chambers. One such official could be attached to each chancery master for this purpose. This would save labour and the expense of a separate registrar's department, and should lead to greater efficiency.

Taxing Master's Department.—The chancery work of this department could be attached to judge's chambers, a principal clerk from the taxing office being attached to each chancery master.

Such changes would eliminate three separate departments altogether and one partially, and would concentrate all proceedings apart from court work in judge's chambers.

The chancery master, with the assistance of subordinate officials, would take the place of registrar and taxing master. No new officials would be necessary, as those at present existing could be utilized. There would then be one set of officials conversant with the action in all its stages, and business would be concentrated in one department instead of spread over many.

It is true that these proposals may be considered drastic, but the present system has failed, and many of these departments, if not relics of the past, were formed years ago, and are not suited or adapted to modern requirements.

That something should be done to find the remedy is universally admitted, and it has usually been found that success largely depends on organization. Tinkering has been tried; it looks as if the clean cut was necessary.

By reforming the framework, the practice is necessarily simplified and time and expense saved. In this direction it is believed the remedy will be found, and, with it, the former prosperity so important to the profession. There will never be a time better than the present to attempt to secure it.

Reviews.

Auditors.

AUDITORS: THEIR DUTIES AND RESPONSIBILITIES UNDER THE COMPANIES ACTS, PARTNERSHIP ACTS, AND ACTS RELATING TO EXECUTORS AND TRUSTEES, AND TO PRIVATE AUDITS. By FRANCIS W. PIXLEY, Barrister-at-Law. Eleventh Edition. Sir Isaac Pitman & Sons (Limited). 21s. net.

The complication of modern commercial transactions, and, in particular, the growth of companies, have given a wide field for the employment of auditors, and the multifariousness of their duties is illustrated in the pages of Mr. Pixley's useful book. In the chapter on the Appointment and Remuneration of Auditors it is interesting to find an opinion of Lord Finlay, when at the Bar, that an appointment of a firm as auditors is good under clause 83 of Table A, and means that the persons actually constituting the firm become the auditors, whether their names appear in the firm name or no. If there is only one person carrying on business under the firm name, then he is the one auditor. The law relating to auditors under the Companies (Consolidation) Act, 1908, and numerous Railway Acts, and Building and other Societies Acts, forms the subject of Chapter III., which occupies more than 200 pages; and Chapter XIV. usefully discusses the legal decisions on profits available for dividend, including a statement of the recent case of *Ammonia Soda Co. (Limited)* v. *Chamberlain* (1918, 1 Ch. 266). A new chapter has been added to this edition, entitled "The Detail Work of an Audit," which will be useful to practitioners and their clerks who have to supervise or assist in the work of auditing.

Books of the Week.

The American Bar Association.—Report of the Forty-first Annual Meeting of the American Bar Association. Held at Cleveland, Ohio, 28th, 29th, and 30th August, 1918. Baltimore: The Lord Baltimore Press.

The Law of Property.—A General View of the Law of Property. By J. A. STRAHAN, M.A., LL.B., Barrister-at-Law; assisted by J. SINCLAIR BAXTER, Hon. LL.D. (Dub.), Barrister-at-Law. Sixth Edition. Stevens & Sons (Limited). 16s.

Correspondence

Abstracting Documents Incorporated by Reference.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In Mr. T. Cyprian Williams' learned article upon "The Abstracting and Production of Documents Incorporated by Reference in a Title Deed" (*ante*, p. 460), there is an expression which is not a little puzzling. He asks why in the case of *re Arran and Knowlesden and Creer's Contract* the purchasers ought to have been content with *secondary* evidence of the contents of the will. Bearing in mind the fact that the original will is presumably carefully filed away with the archives in the cellars of Somerset House, is it not correct to say that the production of (1) the probate or (2) the official copy of the will in Somerset House is secondary evidence? It would seem that the vendors in this case had only to point out to the purchasers that the original was not in their possession or control and direct them to Somerset House to effectually answer their requirements.

This raises at least two points, which one would like to have answered by a competent authority:—

(1) Is the production of a probate technically primary evidence of the contents of a will? and

(2) In view of the fact that a will is a matter of record, can a vendor be made to produce a probate if it is in his possession?

F. W. BAXTER.

170, Church-street, Stoke Newington, N. 16.
9th April, 1919.

[The publication of this letter has been accidentally delayed. Mr. T. Cyprian Williams writes:—"At common law the original will was the only primary evidence admissible in court of a will of real estate, though of a will of personal estate the proper evidence is the probate copy and not the original. But on sales, it has always been the practice of conveyancers to accept the probate or an office copy of a will of real estate, if proved, as evidence, in the nature of primary evidence, of the will. But if the will has not been proved the original must be produced for verification of the abstract: Sug. V. & P. 414; 1 Wms. V. & P. 161, 162, 2nd ed. The probate copy of a will is now admissible in court as evidence of a devise of real estate under the conditions specified in stat. 20 & 21 Vict. c. 77, ss. 62, 64, 65."]

Excess Profits Duty.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I cannot understand why the Court of Appeal did not found its judgment on the second paragraph of section 35 (1) of Finance (No. 2) Act, 1915, which provides that the payment of excess profits duty shall not be deemed to be a specific cause for the purpose of section 134 of the Income Tax Act, 1842: see now section 23 of the Consolidation Act. Obviously, a specific cause could not be something not deductible from profits, and if E.P.D. be not deductible from profits, *cadit quaestio*.

Again, I cannot see that "profits" is different from "net profits," nor can I see that the date of an agreement for remuneration by commission or percentage is material in deciding the incidence of a general impost.

E. T. HARGRAVES.

80, Coleman-street, London, E.C. 2.
3rd June, 1919.

CASES OF LAST SITTINGS.

Court of Appeal.

PATENT CASTINGS SYNDICATE (LIM.) *v.* ETHERINGTON. No. 4. 27th and 28th May.

COMPANY—MANAGER'S REMUNERATION—COMMISSION ON NET PROFITS—CALCULATION OF NET PROFITS—PRIOR DEDUCTION OF EXCESS PROFITS DUTY—FINANCE (No. 2) ACT, 1915 (5 & 6 GEO. 5, c. 89), ss. 35, 38, 40, 45.

In ascertaining the net profits of the business carried on by a company or firm for the purpose of calculating the remuneration of a servant who is paid by agreement a commission on such profits, excess profits duty must first be deducted. The duty is a debt to the Crown, due from the company or firm carrying on the business, and is not like income tax, a tax on the profits of the individual shareholder.

Re Condran, Condran *v.* Stark (1917, 1 *Ch.* 9; 61 SOLICITORS' JOURNAL, 445), *approved*.

S. J. & E. Fellows (Limited) *v.* Corker (1918, 1 *Ch.* 9; 62 SOLICITORS' JOURNAL, 54), *overruled*.

Appeal by the defendant from a decision of Younger, J., on an originating summons (reported 63 SOLICITORS' JOURNAL, *ante*, p. 390). The defendant was employed by the plaintiff as their works manager under a contract dated 30th October, 1916, for a term of five years from 1st January, 1917, at a fixed salary, plus a commission payable at the end of each business year of 5 per cent. upon the net profits of the year (if any) up to £5,000, and 7½ per cent. upon such net profits for the year as exceeded £5,000. The question raised by the summons was whether in ascertaining the net profits for the year upon which the commission was to be paid, the excess profits duty payable under the Finance (No. 2) Act, 1915, ought first to be deducted, or whether, as the defendant contended, the commission should be calculated upon the profits before deduction from them of excess profits duty. Younger, J., following the decisions of Peterson, J., in *Collins* v. *Sedgwick* (1917, 1 Ch. 179), and *Re Condran, Condran* v. *Stark* (1917, 1 Ch. 639; 61 SOLICITORS' JOURNAL, 445), and refusing to follow the decision of Neville, J., in *S. J. & E. Fellows (Limited)* v. *Corker* (1918, 1 Ch. 9; 62 SOLICITORS' JOURNAL, 54), held that excess profits duty must be deducted before calculating the commission. The defendant appealed.

THE COURT dismissed the appeal.

WARRINGTON, L.J., said that the defendant contended that the expression "net profits" denoted the balance of the net receipts over the net payments, and must be ascertained before any excess profits duty was paid. The plaintiffs contended that "net profits" meant the sum which was available for distribution as dividend among the shareholders, and could only be found after deducting excess profits duty. One would have thought that in dealing with a business agreement of that kind, what the company would be intending to divide between themselves and their servants was what belonged to themselves, and not a sum payable to a third person—in the present case His Majesty's Treasury. If that were so the net profits would be the profits available for distribution among the shareholders. Certain provisions in the agreement pointed very strongly in that direction. Payment was to be made within seven days of the annual general meeting, which was held to inform the shareholders what were the trading results of the year, and to resolve upon the dividend to be distributed. Then there was the provision that for the purpose of calculating the commission the certificate of the auditor as to what constituted net profits was to be conclusive. All that seemed to point to the conclusion that the company intended to give their servant a portion of the profits which would otherwise be paid to the shareholders. But it was said that excess profits duty was of such a nature that the agreement could not be so construed. It was, therefore, necessary to examine the language of the statute imposing excess profits duty. By the Finance (No. 2) Act, 1915, Part III., s. 33 (1):—"There shall be charged, levied and paid on the amount by which the profits from any trade or business to which this

part of the Act applies . . . exceeded by more than £200 the pre-war standard of profits . . . a duty of an amount equal to 50 per cent. of that excess." And by section 40 (1): "The profits arising from any trade or business to which this part of this Act applies shall be separately determined for the purpose of this part of this Act, but shall be so determined on the same principles as the profits and gains of the trade or business are, or would be, determined for the purpose of income tax, subject to the modifications set out in the first part of the Fourth Schedule to this Act." Those modifications shewed in more than one respect that the Legislature was distinguishing between excess profits duty and income tax. By section 45 (2): "The duty may be assessed upon any person for the time being owning or carrying on the trade or business or acting as agent for that person in carrying on the trade or business. . . ." It was to be assessed, not upon the persons ultimately entitled to divide the profits of the business, but on the persons carrying it on. It was, therefore, recoverable from the company, but in no case from the individual shareholders, though, of course, they received less than they would otherwise receive by the amount of the excess profits duty. Again, by section 35 (1): "Where any person has paid excess profits duty under this Act the amount so paid shall be allowed as a deduction for the purpose of income tax in computing the profits and gains of the year which included the end of the accounting period in respect of which the excess profits duty has been paid, but where any person has received repayment of any amount previously paid by him by way of excess profits duty, the amount repaid shall be treated as profit for the year in which the repayment is received." In other words, excess profits duty was regarded as a deduction out of the entire income of the business, unlike income tax, and if any duty so paid were returned it was to be treated as profit for the year. So far as the taxpayer and the Treasury were concerned, the account was one kept open from year to year. The statutory provisions shewed that excess profits duty was not a part of the profits available for payment to the shareholders, but an outgoing which had to be paid to a third party before the profits were ascertained. In his opinion the judgment of Mr. Justice Younger was correct, and the appeal ought to be dismissed. But before leaving the case it would be right to say something about the cases which had been relied on in argument. In *Attorney-General* v. *Ashton Gas Co.* (1904, 2 Ch. 621) the decision was simply that a company which declared dividends free of income tax was paying not only the dividends, but also the income tax. The decision in *Johnson* v. *Chartergate Hat Manufacturing Co.* (1915, 2 Ch. 338) was to the same effect. But the cases on income tax really had no bearing, for the supposed analogy of income tax did not apply. There were, however, cases on excess profits duty. In *Collins* v. *Sedgwick* (1917, 1 Ch. 179) and *Re Condran* (1917, 1 Ch. 639), Peterson, J., took the same view as the Court in the present case. His lordship entirely agreed with the learned Judge, particularly in what he said in contrasting income tax with excess profits duty (at p. 644). In *Collins* v. *Sedgwick* the words used were "profits available for distribution," and the decision was obviously right. The decision of Eve, J., in *William Hollins & Co.* v. *Paget* (1917, 1 Ch. 187) was distinguishable on the facts; the expression "net profits" was not used. The decision of Rowlatt, J., in *Thomas* v. *Hamlyn & Co.* (1917, 1 K. B. 527) appeared at first sight to be to the contrary, but when it was looked at it was distinguishable. There the servant was entitled to commission, not on the net profits of the business as a whole, on which excess profits duty was levied, but on the net profits of four branches only of it. It was true, however, that Rowlatt, J., had there said that excess profits duty ought not generally to be deducted, and with that expression of opinion he (his lordship) could not agree. There remained the decision of Neville, J., in *S. J. & E. Fellows (Limited)* v. *Corker* (1918, 1 Ch. 9), that excess profits duty should be deducted. That case must, after the present decision, be considered as overruled.

DUKE, L.J., and EVE, J., delivered judgment to the same effect, the former observing that, as an illustration of the result of the defendant's contention, supposing the profits were £5,000, of which £4,000 were subject to excess profits duty, the defendant would get £250 commission, while the company would only be able to divide £750 among the shareholders. Excess profits duty seemed to his lordship to differ in every material characteristic from income tax.—COUNSEL, *Disturnal*, K.C., and *Bremner; Clauson*, K.C., *C. J. Mathew*, K.C., and *Gover*, K.C. SOLICITORS, *John B. & F. Purchase; Mackrell, Maton, Godlee, & Quincey.*

[Reported by H LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re GIBBONS. GIBBONS v. GIBBONS. Eve, J. 9th May.

SETTLED LAND—TENANT FOR LIFE—PERSON HAVING POWERS OF TENANT FOR LIFE—OPTION OF OCCUPYING AND ENJOYING USE OF HOUSE—FAILURE TO RESIDE—SETTLED LAND ACT, 1882 (45 & 46 VICT. C. 38), SS. 2 (5), 51, 58 (1) (VI.).

A testator by his will gave to his eldest son the option of occupying and enjoying the use of his residence during his life without payment of rent, such option to be exercised by notice in writing within a certain time. The son gave due notice to the trustees and entered into occupation, but subsequently he let the house unfurnished for fourteen years and removed the furniture.

Held, that the subject-matter of the gift was a mere option on certain conditions, and that the son having put an end to his occupation, was not entitled to the rents and profits of the house, which fell into the residuary estate.

The testator, who died in March, 1900, by clause 11 of his will, gave directions to his trustees for the expenditure of £1,000 a year upon the upkeep of his residence known as Pears Hill, and garden, furniture and effects as a residence for his children during minority. By clause 14 he gave to his eldest son, the first defendant, S. A. Gibbons, as soon as the testator's youngest child should have attained twenty-one, the option of occupying and enjoying the use of the premises mentioned in clause 11 during his life without payment of rent, but paying all rates, taxes and outgoings, and keeping the premises in a proper state of insurance and in good and substantial repair, such option to be exercised by notice in writing to the trustees within three months from the time when the right to exercise such option arose. The testator gave similar options to his second son and to his daughter in succession, and in every case the option was to be at an end if not exercised within the prescribed time. The trustees were not, during the residence of any of his children, to be responsible for the condition or the insurance or repairs of the buildings or chattels in the occupation, custody or power of the testator's children, and were not to be under any obligation to procure an inventory or to interfere in any way with the premises. The three children were entitled in equal shares to the residuary estate. The younger son attained twenty-one in November, 1912, and died in April, 1917, and the third defendant was his legal personal representative. On 6th January, 1913, the eldest son gave notice in writing to the trustees exercising his option of occupying the residence and entered into occupation, but in 1916 he ceased to occupy the house and let it unfurnished for fourteen years and removed the furniture. The trustees now asked for the opinion of the Court whether, on the letting of the house and removing the furniture, they fell into the residuary estate, as was claimed by the daughter, or whether the eldest son was still tenant for life of them. Counsel for the eldest son contended that he had the powers of a tenant for life and referred, *inter alia*, to *Re Paget* (30 Ch. D. 161), *Re Carne* (1899, 1 Ch. 324), *Re Boyer* (1916, 2 Ch. 404) and *Re Llanover* (1903, 2 Ch. 16).

EVE, J.—The cases upon which counsel for the eldest son has mainly relied establish that where there is a gift to a legatee, either directly or through the medium of trustees, of a right to use and occupy a particular house, the legatee has, during such occupation, the powers of a tenant for life, and a gift over, in the event of his failing to comply with the condition as to residence, may be defeated by the exercise of his statutory powers under the Settled Land Act, the condition being void in that it is calculated to fetter the legatee in the exercise of his statutory powers. But in the present case clause 14 of the will gives no estate or interest to the son; it merely offers him, on certain conditions, the opportunity of electing to reside in the house. The clause cannot properly be construed as an absolute gift of the use and occupation of the house; it is a conditional offer which the son may accept or reject, but which it is beyond his power to enlarge or vary; and if he accepts it he must do so subject to the conditions, and when the conditions are no longer being complied with the option determines. The beneficiary here, having exercised his statutory powers during his occupation, has by his own act rendered himself incapable of further complying with the conditions under which alone he is entitled to any interest in the premises, and having put an end to his occupation his right to the rents and profits cease. His whole interest therein was thereupon determined, and the same result follows with regard to the furniture. The house and furniture therefore fall into the residuary estate.—COUNSEL, *Harman; Sheldon; W. A. Greene; D. D. Robertson.* SOLICITORS, *Potter, Sandford, & Kilvington; McKenna & Co.; George R. Cran.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

REX v. WEST SUFFOLK COMPENSATION AUTHORITY. *Ex parte* HUDSON'S CAMBRIDGE AND PAMPISFORD BREWERIES (LIM.). Div. Court. 3rd April.

LICENSING LAW—UNPROFITABLE BUSINESS DISCONTINUED—ORDER BY COMMISSIONERS OF CUSTOMS AND EXCISE REMITTING LICENCE DUTY—SUSPENSION OF LICENCE—COMPENSATION AUTHORITY REFUSING RENEWAL—JURISDICTION—FINANCE ACT, 1917 (7 & 8 GEO. 5, C. 31), S. 8.

The Commissioners of Customs and Excise ordered under section 8 of the Finance Act, 1917, a remission of duty to a licence holder who had discontinued his business owing to restrictions and prohibitions "imposed by or under the authority of any enactment or regulation in connection with the war." During the suspension of the licence consequent upon this order, the Compensation Authority made an order refusing renewal of the licence, on the ground that the premises were redundant.

Held, that the Compensation Authority had not jurisdiction to refuse the renewal during the suspension of the licence. Section 8 includes not only restrictions applicable to particular licensed premises, but restrictions applicable to licensed premises in general.

Rules *nisi* for certiorari and for prohibition. The applicants, Hudson's Cambridge and Pampisford Breweries (Limited), obtained

rules *nisi* for certiorari and prohibition directed to the Compensation Authority for West Suffolk to bring up and quash an order made by that Authority on 11th November, 1918, refusing, subject to compensation, the renewal of the licence of the "Coach and Horses" Public-house, Honey-hill, Bury St. Edmunds, and prohibiting them from proceeding to act further on such refusal. The applicants were the owners of the public-house, which they let to a tenant, Mitchell, who obtained a full licence from 5th April, 1917, to 4th April, 1918. Mitchell closed the premises on the ground that he could not carry them on at a profit. When application had to be made for renewal (on 7th February, 1918), the justices came to the conclusion that the house was not required, and they adjourned the matter till 7th March, to allow proper objection to be made. The tenant thereupon re-opened the house for a week, when he sold only nine gallons of beer, and he closed it on 28th February. On that day he applied to the Commissioners of Customs and Excise, under section 8, sub-section 2, of the Finance Act, 1917, for remission of a portion of the duty, and they made an order. The applicants contended that as this order suspended the licence, it was unnecessary for them to apply for a renewal. The section provides that the order may be made when the holder of the licence satisfies the Commissioners "that by reason of the licensed premises having been destroyed, or seriously damaged, or by reason of any prohibition or restriction imposed by or under the authority of any enactment or regulation in connection with the present war, the business . . . has been discontinued." Sub-section (2) provides for the suspension of the licence as from the commencement of the period when the business was discontinued; but "at the expiration of that period any such justices' licence shall revive, and have effect as if it had been granted for the then current licensing year . . ." The order was made by the Commissioners on 6th March, and on 7th March the tenant appeared before the justices, and withdrew his application for renewal. The justices, however, proceeded to deal with the question of redundancy, and after hearing evidence, referred it to the Compensation Authority. The Compensation Authority proceeded in the matter—although the applicants contended they had no jurisdiction to proceed any further—and made an order refusing to renew the licence, and stating that compensation would thereupon become payable. Upon this the applicants applied for the writs of certiorari and prohibition.

BRAY, J., said the first point raised by counsel for the Compensation Authority was that the Commissioners had no jurisdiction to make the order of 6th March. It was said that what was relied on by the tenant as the reason for discontinuance did not fall within section 8, sub-section (1), of the Finance Act, 1917. The tenant discontinued his business because, owing to restrictions of output, he got less beer, and was unable to carry on his business properly. This was the case presented by him to the Commissioners; but counsel for the Compensation Authority contended that this did not fall within the section. The words were: "any prohibition or restriction imposed by or under the authority of any enactment or regulation in connection with the present war." Their argument was that it must be a restriction relating to the particular licensed premises. The words contain no such limitation, and the point failed. The next point for the Compensation Authority was that the licence was not suspended absolutely under sub-section (2) of section 8. It was said that during the suspension a transfer might be granted; an objection also to the renewal might be made under the proviso in sub-section (2) on the ground of misconduct of the licence holder. But there was no misconduct alleged, and the case seemed, therefore, to fall within the enacting part of sub-section (2)—namely, that the justices' licence "shall be deemed to be suspended as from the period aforesaid"—viz., from 1st March. That being so, had the justices jurisdiction either to make an order for renewal or refuse an order? The tenant withdrew his application for renewal, but whether he did so or not the licence was suspended, and there being an enactment that it should revive at a certain period, the justices would have no jurisdiction either to grant or refuse a renewal. The question might arise whether the applicants, not having sought to get rid of the order of the justices, could now get rid of the order of the Compensation Authority. The Compensation Authority, however, had no more jurisdiction than the justices, and they did not obtain jurisdiction by reason of the justices' order, if the justices themselves had no jurisdiction to make that order. Was it proper to grant certiorari then in that case? The applicants were undoubtedly aggrieved, and must be granted the writ *ex debito justitiæ*, unless there had been some misconduct which disentitled them. There seemed nothing in the conduct of the applicants to disentitle them. It was obvious that they thought it would be unfair to try the question of redundancy, having regard to the fact that the premises had been closed during the last twelve months. It would have been disadvantageous to them if they tried to avoid it. Fortunately for them there was this provision in the Finance Act, 1917, enabling them to do so. They got that order, with the result that the licence was suspended, and they were entitled to have it revived at the end of the period. It seemed there was no conduct on their part which would entitle the Court to refuse the writ.

A. T. LAWRENCE and SHEARMAN, JJ., gave judgments agreeing that the writ of certiorari should be made absolute for quashing the order of the justices.—COUNSEL, *Disturnal*, K.C., and *G. C. Whiteley* shewed cause against the rules; *A. F. Wootten*, in support of the rules. SOLICITORS, *Whites & Co.*, for *Greene & Greene*, Bury St. Edmunds; *Godden, Holme, & Ward*.

[Reported by G. H. KNOTT, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

IN PRIZE.

THE "BORGILA" AND THE "SVANFOS." Hill, J. 13th May.

PRIZE LAW—PRIZE SALVAGE—RESCUE OF NEUTRAL FROM ENEMY ATTACK.

The general rule that no salvage is given on the recapture of an innocent neutral, which is based on the presumption that no peril is incurred by the capture, because the neutral will be released or damages paid in respect of her, does not apply where the State of the captor has, in defiance of international law, condemned or destroyed such ships.

The Pontoporos (1916, *P.* 100) *applied*.

This was a claim for salvage by the commander, officers and crew of H.M.'s submarine G7. The defendants were the owners of the steamships *Borgila* and *Svanfos*, both Norwegian vessels. The facts were that on the evening of 15th April, 1917, the ships on their voyage were brought to by a German U-boat firing several shots at them. The master and crew of *The Borgila* took to their boats, and rowed out of the line of fire, and the master and crew of *The Svanfos* also took to the boats, and awaited the U-boat. The master of *The Svanfos* was ordered aboard the U-boat, and the chief officer was ordered to bring the ship's papers from *The Svanfos*, and he did so. Later, some of the officers and crew from the U-boat boarded *The Borgila*, and the G7 then came to the surface 400 yards from the scene, and opened fire on the U-boat, and, after a running fight, the U-boat dived, abandoning her officer and boat's crew. The master and crew of *The Svanfos* then returned to their boat, and resumed their voyage, and a salvage crew was put on board *The Borgila* by the G7, and a little later the Norwegian destroyer *Drang* came up and sent an armed guard on board, and in order to avoid international complications, *The Borgila* was left in the hands of the Norwegians. She was worth £78,000 and *The Svanfos* was worth £50,000, and the cargo on her was worth £44,000.

HILL, J., said, in the course of his judgment: The question as to *The Svanfos* is whether the commander, officers and crew of the G7 have earned salvage because they fought and drove away a U-boat. The same question applies to *The Borgila*, and there is a further question, what amount should be awarded for the subsequent services to the disabled *Borgila*. The two vessels would have been destroyed, and the owners would have had no remedy at the hands of the German Prize Court. It is said by the defendants that the plaintiffs had only done that which it was their duty to do—namely, to fight the enemy, and incidentally to protect the ships which were engaged in trading with Great Britain. There is great weight in the defendants' argument. In rescuing the two vessels, no less than in attempting to destroy the U-boat, the G7 was engaged in an operation important to the success of British arms, and the rescue was only the effect of the engagement between G7 and the U-boat. As I have found, however, that there was in substance a capture by the U-boat of *The Borgila* and *The Svanfos*, I feel bound, on the authorities, to regard their rescue by G7 as a salvage service. The principle of salvage on recapture is well established in our law. The general rule as to recapture of neutral ships, and the exceptions, are stated by Sir Samuel Evans in *The Pontoporos* (1916, P. 100). But the general rule that no salvage is given on the recapture of an innocent neutral ship is based on the presumption that no peril is incurred by the capture, because the neutral ship would be released by the courts of the captor, or damages would be paid for her destruction. The general rule has no application where the State of the captor and its courts are notoriously outraging international law, and have made it apparent that justice will not be done, and that, in defiance of international law, the neutral ship will be condemned or its destruction justified. I hold, therefore, that the plaintiffs are entitled to salvage. In fighting their enemy they have performed their duty very well and with great courage, and I award them £1,000 in respect of the service to *The Svanfos* and £1,200 for *The Borgila*.—COUNSEL, *Bateson*, K.C., and *Noad*; *Stephens*, K.C., and *Dumas*. SOLICITORS, *Thomas Cooper & Co.*; *Botterell & Roche*.

[Reported by L. M. MAY, Barrister-at-Law.]

New Orders, &c.

New Statutes.

ON the 29th ult. the Royal Assent was given to the following Acts:—
The Public Health (Medical Treatment of Children) (Ireland) Act, 1919;
The Education (Scotland) (Superannuation) Act, 1919;
The Wages (Temporary Regulation) Extension Act, 1919;
and to some local and private Acts.

On the 3rd inst. the Royal Assent was given to the following Acts:—
The Local Government (Ireland) Act, 1919;
The Ministry of Health Act, 1919;
The Scottish Board of Health Act, 1919;
and to some local and private Acts.

Orders in Council

THE CHILDREN ACT, 1908, AND INDUSTRIAL SCHOOLS.

Whereas by section 83 of the Children Act, 1908, it is enacted as follows:—

"The provisions of this Part of this Act with respect to industrial schools shall, so far as applicable, apply to Certified Day Industrial Schools, subject to such modifications as are made therein by this Part of this Act. Provided that His Majesty may, by Order in Council, make such further modifications of those provisions as may appear to His Majesty to be necessary or proper for adapting those provisions to Day Industrial Schools":

And whereas an Order in Council was made on the 2nd day of April, 1909, applying certain provisions of the Children Act to Certified Day Industrial Schools:

And whereas section 130 of the said Act provides that:—

"An Order in Council under this Act may be revoked or varied by any subsequent Order in Council."

And whereas it is desirable to vary Article IV. of the Order in Council dated the 2nd day of April, 1909, which reads as follows:—

"Section 65 of the Children Act shall in its application to Day Industrial Schools take effect with modifications as follows:—

"The detention order shall specify the time for which the child is to be detained in the school, being such time as to the court may seem proper for the teaching and training of the child, but not in any case extending beyond the time when the child will, in the opinion of the court, attain the age of fourteen years":

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to vary the Order of the 2nd day of April, 1909, by substituting for the said Article IV. the following Article:—

"IV. Section 65 of the Children Act shall, in its application to Day Industrial Schools, take effect with modifications as follows:—

"The detention order shall specify the time for which the child is to be detained in the school, being such time as to the court may seem proper for the teaching and training of the child, but not in any case extending beyond the end of the school term in which the child will, in the opinion of the court, attain the age of fourteen years."

8th May. [*Gazette*, 9th May.

THE COLONIAL PROBATES ACT, 1892.

Whereas by section 1 of the Colonial Probates Act, 1892, it was enacted as follows:—

"Her Majesty the Queen may, on being satisfied that the Legislature of any British Possession has made adequate provision for the recognition in that Possession of all Probates and Letters of Administration granted by the Courts of the United Kingdom, direct, by Order in Council, that this Act shall, subject to any exceptions and modifications specified in the Order, apply to that Possession, and thereupon, while the Order is in force, this Act shall apply accordingly":

And whereas His Majesty the King is satisfied that the Legislature of the British Possession hereinafter mentioned has made adequate provision for the recognition in that Possession of Probate and Letters of Administration granted by the Courts of the United Kingdom:

Now, therefore, His Majesty, by virtue and in exercise of the powers by the above-recited Act in His Majesty vested, is pleased, by and with the advice of His Most Honourable Privy Council, to order, and it is hereby ordered, as follows:—

The Colonial Probates Act, 1892, shall apply to the British Possession hereunder mentioned:—

The Colony of the Bermudas or Somers Islands.

And the Right Honourable Viscount Milner, one of His Majesty's Principal Secretaries of State, is to give the necessary directions herein accordingly.

8th May. [*Gazette*, 9th May.

PEMBROKESHIRE COUNTY COURT.

Whereas it is enacted by the County Courts Act, 1888, that it shall be lawful for His Majesty, by Order in Council, from time to time to order, amongst other things, the consolidation of any two or more Districts, and to order by what Name, and in what Towns and Places, a Court shall be held in any District:

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, that the District of the County Court of Pembrokeshire held at Pembroke Dock and Narberth, and the District of the County Court of Pembrokeshire held at Haverfordwest, shall be consolidated under the name of the County Court of Pembrokeshire held at Pembroke Dock, Narberth and Haverfordwest, and a Court shall be held in that District at Pembroke Dock, Narberth and Haverfordwest.

This Order shall have effect as from the 1st day of July, 1919.

30th May. [*Gazette*, 30th May.

War Orders and Proclamations, &c.

The *London Gazette* of 30th May contains the following, in addition to matters printed below:—

1. Two Orders in Council, dated 30th May, applying to the Isle of Man—(a) the Increase of Rent, &c., Act, 1919, with modifications; and (b) the Naval, Military, and Air Force Act, 1919.

2. An Order in Council, dated 30th May, further amending the Exportation Prohibition Proclamation of 10th May, 1917, made under section 8 of the Customs and Inland Revenue Act, 1879, and section 1 of the Exportation of Arms Act, 1900, and section 1 of the Customs (Exportation Prohibition) Act, 1914. Certain headings are deleted, and changes made as regards the exportation of fish and silver bullion and coin.

The *London Gazette* of 3rd June contains the following:—

3. A further notice that licences under the Non-Ferrous Metal Industry Act, 1918, have been granted to certain companies, firms, and individuals. The present list contains nine names.

4. Notices under the Corn Production Act, 1917, by the Agricultural Wages Board (England and Wales), as follows:—

Proposal to vary the minimum and overtime rates of wages at present in force for female workers of eighteen years of age and over throughout England and Wales.

Order varying the definition of overtime employment in Cumberland and Westmorland and the Furness district of Lancashire.

Orders in Council.

NEW DEFENCE OF THE REALM REGULATIONS.

[*Recitals.*]

It is hereby ordered that the following amendments be made in the Defence of the Realm Regulations:—

The Powers of the Food Controller.

1. In Regulation 2*a* (1) after the word "performance" there shall be inserted the words "by any other government department by arrangement with such department or."

Licences for Establishing New Retail Businesses.

2. In Regulation 8*aa* the expression "Minister of Labour" shall be substituted for the expression "Director-General of National Service" wherever that expression occurs.

Control of Lights.

3. In Regulation 11, the following words in the fourth paragraph shall be omitted:—"The powers conferred by this Regulation shall be in addition to and not in derogation of the powers conferred on the competent naval or military authority by Regulation 12 and."

30th May. [*Gazette*, 30th May.

THE ALIENS RESTRICTION ORDER.

Whereas by the Aliens Restriction Order (hereinafter referred to as the Principal Order) His Majesty, in exercise of the powers conferred upon Him by the Aliens Restriction Act, 1914, has been pleased to impose restrictions upon aliens and to make various provisions for carrying those restrictions into effect:

And whereas it is now desirable to abolish certain distinctions that were made by the said Order with respect to Belgian refugees, and to treat Belgians in all respects in the same manner as other alien friends:

Now, therefore, &c., it is hereby ordered, as follows:—

1. The following amendments shall be made in the Principal Order:—

(1) In Article 19 the words "First Part of the" in sub-section (1) (*a*) shall be omitted; and the following sub-section shall be substituted for sub-section (6):—

"(6) Where an alien has, before the thirty-first day of May, nineteen hundred and nineteen, been registered in accordance with the provisions applicable before that date to the registration of Belgian refugees, he shall, if he resides within the Metropolitan Police District or in the City of London, furnish before the thirtieth day of June, nineteen hundred and nineteen, to the registration officer mentioned in Article 20 the particulars required by paragraph (1) (*a*) of this article; but if he resides elsewhere it shall not be necessary for him to be again registered under this article, provided that he complies with paragraphs (1) (*b*) and (*c*) thereof."

(2) In Article 20 (1), the words "subject to the special provisions of Article 20D of this Order as to the registration officer for the registration of Belgian Refugees" shall be omitted.

(3) In Article 20A, sub-section (5) shall be omitted, and sub-section (6) shall accordingly be renumbered "(5)."

(4) Articles 20B, 20C *and* 20D shall be omitted.

(5) In Article 31, the third paragraph shall be omitted.

(6) In the Fourth Schedule the words "Part I." shall be omitted, and the whole of Part II. of the said Schedule shall be omitted.

2. This Order shall have effect as from the 31st day of May, nineteen hundred and nineteen.

30th May. [*Gazette*, 30th May.

Board of Trade Orders.

GENERAL LICENCE.

EXPORTS OF GIFTS OF FOODSTUFFS, CLOTHING, &c., TO ENEMY COUNTRIES.

The Board of Trade, on behalf of His Majesty, and in pursuance of the powers reserved in the Trading with the Enemy Proclamations and all other powers thereunto them enabling, do hereby give and grant licence to all persons residing, carrying on business or being in the United Kingdom to supply through the Emergency Committee for the Assistance of Germans, Austrians and Hungarians in Distress, of 27, Chancery-lane, London, W.C.2, to a person in an enemy country, parcels of foodstuffs, clothing, and materials and articles for mending clothing, provided that such parcels are supplied by way of gift, and that no parcel exceeds eleven pounds (11 lb.) in weight.

28th May. [*Gazette*, 30th May.

[The following notice has been issued :—

All persons desirous of sending such gifts to particular persons in enemy countries should apply to the hon. treasurer of the above committee for information.

The parcels will be standardized, and may consist of :—

Two 1 lb. tins condensed milk.

Two pounds combined weight of any of the following :—Ham; tinned meat or fish, except salmon; dried eggs; soup squares; prepared foods.

Two pounds combined weight of any of the following :—Oatmeal; dripping; butter; nut-butter; suet.

Two pounds combined weight of any of the following :—Oatmeal; rolled oats; maize; semolina; cornflour; groats; haricots; lentils.

Two pounds combined weight of tea, coffee, and cocoa.

One pound soap.

One packet of needles, two reels of cotton or silk, one card mending.

Two pounds confectionery.

Clothing or underwear for personal use only.]

Ministry of Munitions Orders.

THE FLAX (IRISH CROP) ORDER, 1919.

Whereas the Board of Trade have requested the Minister of Munitions to exercise on behalf of the Board of Trade certain powers in respect of Flax:

Now therefore the Minister of Munitions, in exercise of the powers conferred upon him by the Defence of the Realm Regulations and all other powers thereunto enabling him, hereby gives notice and orders as follows:—

(1) He hereby takes possession on behalf of the Board of Trade as from the 1st July, 1919, of all Flax of 1919 crop grown in Ireland as and when harvested.

(2) The Flax of which possession is hereby taken under paragraph 1 will be divided under the direction of the Board of Trade into six grades according to its quality, handling and cleaning, and the following prices will be paid therefor :—

First Grade, 35s. per stone, delivered at the appointed Centre.
Second Grade, 33s. per stone, delivered at the appointed Centre.
Third Grade, 31s. per stone, delivered at the appointed Centre.
Fourth Grade, 29s. per stone, delivered at the appointed Centre.
Fifth Grade, 27s. per stone, delivered at the appointed Centre.
Sixth Grade, 25s. per stone, delivered at the appointed Centre.

Flax which is inferior in quality to that of the sixth grade hereinbefore mentioned will be taken over and paid for according to its relative value.

(7) All communications upon the subject of this Notice and Order should be made to the Administrator of the Flax Supplies Committee, Whitehall Buildings, Ann-street, Belfast.

(8) This Order may be cited as the Flax (Irish Crop) Order, 1919.

23rd May. [*Gazette*, 23rd May.

THE MACHINE TOOL, WOOD-WORKING MACHINERY AND TREADLE LATHES (SUSPENSION) ORDER, 1919.

With reference to the following Orders made by the Minister of Munitions, namely :—

The Machine Tool and Power Machinery Order, 1916, dated the 28th August, 1916.

The Wood-Working Machinery Order, 1917, dated the 5th June, 1917.

The Treadle Lathes Order, 1918, dated the 15th April, 1918,

the Minister of Munitions hereby orders as follows :—

(1) The operation of the said Orders is hereby suspended on and after the 23rd May, 1919, until further notice.

(2) Such suspension shall not affect the previous operation of the said Orders or any of them or the validity of any action taken thereunder or the liability to any penalty or punishment in respect of any contravention or failure to comply with the said Orders or any of them prior to such suspension or any proceeding or remedy in respect of such penalty or punishment.

(3) This Order may be cited as The Machine Tool, Wood-Working Machinery and Treadle Lathes (Suspension) Order, 1919.

23rd May. [*Gazette*, 23rd May.

FLAX SEED (CONTROL) NOTICE.

In pursuance of the powers conferred upon him by the Defence of the Realm Regulations, the Minister of Munitions hereby gives notice that the Imported Flax Seed (Control) Notice, 1918, is cancelled as from the date hereof.

23rd May. [*Gazette*, 23rd May

THE ACIDS AND FERTILIZERS (SUSPENSION) ORDER, 1919.

The Minister of Munitions hereby orders as follows :—

1. As and on from the 1st June, 1919, until further notice, the operations of the several orders heretofore made by the Minister of Munitions, the dates and short titles of which are specified in the first two columns of the schedule hereto, controlling the materials or articles specified in the third column of the same schedule is hereby suspended, but such suspension shall not affect the previous operation of any of the said Orders nor the validity of any action taken under any of the same, nor the liability to any penalty or punishment in respect of any contravention of or failure to comply with any of such Orders prior to this suspension nor any proceeding or remedy in respect of any such penalty or punishment.

2. This Order may be cited as "The Acids and Fertilisers (Suspension) Order, 1919."

30th May.

SCHEDULE.

Date of Order.	Short Title.	Materials or Articles controlled.
30th April, 1918	Fertiliser Prices Order 1918	Superphosphate, Sulphate of Ammonia and Ground Basic Slag.
4th June, 1918 ...	Compound Fertiliser Order 1918	Compound Fertilisers.
29th May, 1917 ...	Sulphuric Acid Order 1917	Sulphuric Acid.
10th May, 1918 ...	Sulphuric Acid (Amendment of Prices) Order 1918	Do.
8th November, 1918	Sulphuric Acid (Amendment of Prices) No. 2 Order 1918	Do.

[*Gazette*, 30th May.

THE MICA CONTROL (SUSPENSION) ORDER, 1919.

In reference to the following Order made by the Minister of Munitions, namely :—

The Mica Control Order, 1918, dated the 15th April, 1918,

the Minister of Munitions hereby orders as follows :—

(1) The operation of the said Order is hereby suspended on and after the 30th day of May, 1919, until further notice.

(2) Such suspension shall not affect the previous operation of the said Order or the validity of any action taken thereunder or the liability to any penalty or punishment in respect of any contravention or failure to comply with the said Order prior to such suspension or any proceeding or remedy in respect of such penalty or punishment.

(3) This Order may be cited as "The Mica Control (Suspension) Order, 1919."

30th May. [*Gazette*, 30th May.

Board of Agriculture Order.

CORN PRODUCTION ACTS, 1917-1918.

The Board of Agriculture and Fisheries hereby give notice that they propose, after the expiration of 40 days from the date of this Notice, to make Regulations under the above Acts as to the period before the

expiration of which claims for compensation recoverable under the above-mentioned Acts shall be made.

Draft Regulations made by the Board of Agriculture and Fisheries under the Corn Production Act, 1917, with respect to claims under Part IV. of that Act as amended by the Corn Production (Amendment) Act, 1918.

1. (1) A claim by any person interested in any land for loss suffered by him by reason of the exercise in relation to such land by or on behalf of the Board of Agriculture and Fisheries of any of the powers under the Defence of the Realm Regulations exercisable by the Board with a view to maintaining the food supply of the country with respect to matters dealt with in Part IV. of the Corn Production Act, 1917, shall, except as hereinafter provided, be made not later than one year after the date of the exercise of the powers or, where such period has expired or shall expire on or before the thirty-first day of July, 1919, then not later than such date; provided that any claim by an owner or other person interested in any land of which some other person was in occupation at the date when the powers were exercised may be made not later than two months after such occupation ceased.

(2) This Regulation shall not apply to any loss suffered by reason of possession having been taken of land by the Board or on their behalf.

2. A claim by any person interested in any land for loss suffered by him by reason of possession of the land having been taken by the Board or on their behalf under the powers referred to in the preceding Regulation shall be made not later than one year after the date when such possession terminates, or where such possession is continued under the Defence of the Realm (Acquisition of Land) Act, 1916, then after the date when such continued possession terminates; provided that where such period has expired or shall expire on or before the thirty-first day of July, 1919, the claim shall be made not later than such date.

[*Gazette*, 23rd May.

Agricultural Wages Board Order.

CORN PRODUCTION ACT, 1917.

ORDER VARYING THE MINIMUM RATES OF WAGES AT PRESENT IN FORCE FOR MALE WORKERS OF 18 YEARS OF AGE AND OVER THROUGHOUT ENGLAND AND WALES.

The Agricultural Wages Board (England and Wales) hereby give notice, as required by the above Act, that they have made the following Order:—

1. The wages payable for employment in agriculture in each area described in column 1 of the Schedule to this Order of male workmen of the respective classes and ages mentioned in columns 2 and 3 of that Schedule shall be not less than wages at the respective rates specified in column 4 of that Schedule for the hours specified in column 5 thereof.

2. Provided that where a whole-time workman is employed by the week or any longer period, the wages payable to him for the hours of work agreed between him and the employer in any week (excluding hours of overtime employment) shall be not less than the amount specified in column 4 of the said Schedule, and applicable to that workman, notwithstanding that those hours are less than the hours specified in column 5 and applicable to him.

3. The differential rates for overtime employment in each area described in column 1 of the Schedule hereto of male workmen of the respective classes and ages mentioned in columns 2 and 3 of that Schedule shall be the rates specified in column 6 thereof.

4. For the purpose of the above rates overtime employment shall mean (a) in the case of each of the said areas and of workmen of each of the said classes and ages such employment as is described in column 7 of the Schedule to this Order; (b) in the case of all the said areas and workmen of all the said classes and ages all employment in excess of 6½ hours on a Saturday or on such other day (not being Sunday) in every week as may be agreed between the employer and the workman except time spent on such day by Horsemen, Cowmen, Shepherds, Teammen and other classes of Stockmen in connection with the feeding and cleaning of stock.

5. In the said Schedule the expression "employment in summer" shall mean employment during the period commencing on the first Monday in March and ending on the last Sunday in October, and the expression "employment in winter" shall mean employment during the rest of the year, except as respects stockmen, horsemen and shepherds (other than Moorland Shepherds shepherding lay sheep and cattle) in the area comprising the administrative county of Derby and the county borough of Derby, in which case "summer" shall mean the period commencing on the first Monday in May and terminating on the last Sunday in September.

6. For the purpose of the above rates the hours of work shall not include meal times, but shall include any time during which, by reason of weather conditions, an employer has prevented from working a workman who was present at the place of employment and ready to work.

7. This Order shall apply to all male workmen of the age of 18 years and upwards who are wholly or partly employed in agriculture within the meaning of Section 17 (1) of the Corn Production Act, 1917, in any area described in the Schedule to this Order during such time as they are so employed.

8. This Order shall come into operation on the 19th day of May, 1919.

9. From and after the date on which this Order comes into operation the Orders heretofore made by the Agricultural Wages Board and fixing minimum or overtime rates of wages or defining overtime employment shall be varied or cancelled so far as may be necessary to give effect to this Order.

[The Schedule fills eleven pages of the *Gazette*.]

16th May. [*Gazette*, 16th May.

Liquor Control Board Order.

REPEAL OF "TREATING PROHIBITION."

We, the Central Control Board (Liquor Traffic) in pursuance of the powers conferred upon us by the Acts and Regulations relating to the Defence of the Realm hereby make the following Order:—

1. This Order shall apply to all areas to which the Defence of the Realm (Liquor Control) Regulations, 1915, have been applied.

2. The article entitled "Treating prohibited" in each of the Orders of the Board now in force in the said areas is hereby revoked and shall cease to have effect.

3rd June. [*Gazette*, 3rd June.

Food Orders.

THE SEEDS, NUTS, KERNELS, OILS AND FATS (MAXIMUM PRICES) ORDER, 1919.

General Licence.

On and after the 5th May, 1919, Seeds, Nuts, Kernels, Oils or Fats, for the time being outside the United Kingdom, may be bought, sold or dealt in free from the restrictions imposed by the above Order [S. R. & O., No. 509 of 1919].

5th May.

THE HORSEFLESH MAXIMUM PRICES ORDER, 1918.

Notice of Revocation.

The Food Controller hereby revokes from the 12th May, 1919, the Horseflesh Maximum Prices Order, 1918 [S. R. & O., No. 1584 of 1918], but without prejudice to any proceedings in respect of any contravention thereof.

8th May.

THE BEER (PRICES AND DESCRIPTION) ORDER, 1919.
Amendment.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders that the Beer (Prices and Description) Order, 1919 [S. R. & O., No. 103 of 1919] (hereinafter called the Principal Order), shall as from the 12th May, 1919, be amended as follows:—

1. The following paragraph shall be added to Clause 2 of the Principal Order:—

"A person shall not in any part of any licensed premises sell or offer to sell otherwise than by imperial measure any beer of any class (other than bottled beer) or any beverage containing any such beer unless at the time of such sale or offer for sale he is ready and willing to sell by imperial measure or by some multiple part thereof beer of such class at the same time in the same part of such licensed premises at a price not exceeding the maximum price applicable under this Order."

2. Copies of the Principal Order hereafter to be printed under the authority of His Majesty's Stationery Office shall be printed with the amendment provided for by this Order, and the Principal Order shall on and after the 12th May, 1919, be read and take effect as amended.

9th May.

THE FOREIGN HOLDINGS (RETURNS) ORDER, 1918.
Revocation.

The Food Controller hereby revokes as from the 12th May, 1919, the Foreign Holdings (Returns) Order, 1918, as amended [S. R. & O., No. 293 & 492 of 1918], but without prejudice to any proceedings in respect of any contravention thereof.

10th May.

THE CANNED SALMON (RETURNS) ORDER, 1918.
Revocation.

The Food Controller hereby revokes as from the 13th May, 1919, the Canned Salmon (Returns) Order, 1918 [S. R. & O., No. 634 of 1918], but without prejudice to any proceedings in respect of any contravention thereof.

13th May.

THE SUGAR (CONFECTIONERY) ORDER, 1917.
Revocation.

The Food Controller hereby revokes as from the 1st June, 1919, the Sugar (Confectionery) Order, 1917 [S. R. & O., No. 65 of 1917], but without prejudice to any proceedings in respect of any contravention thereof.

13th May.

THE OATS PRODUCTS (RETAIL PRICES) ORDER, 1918.
General Licence.

On and after the 19th May, 1919, until further notice, oat flour, oatmeal, rolled oats, flaked oats, and other like products of oats may be sold or offered or exposed for sale or bought, free from the restrictions imposed by the above Order [S. R. & O., No. 210 of 1918].

15th May.

THE BREWERS' SUGAR ORDER, 1917.
Revocation.

The Food Controller hereby revokes as from the 15th May, 1919, the Brewers' Sugar Order, 1917 [S. R. & O., No. 90 of 1917], but without prejudice to any proceedings in respect of any contravention thereof.

15th May.

The following Food Orders have also been issued:—

The British Cheese Order, 1917.—Notice of maximum first-hand prices in respect of the varieties of cheese set out in the Schedule. 8th May.

The Use of Milk (Licensing) Order, 1918: General Licence. 9th May.

The Grain (Prices) Order, 1918: General Licence. 10th May.

The British Cheese Order, 1917.—Notice of maximum first-hand prices in respect of the varieties of cheese set out in the Schedule. 12th May, 1919.

Reference is made in a report of the Public Control Committee, submitted to the London County Council on Wednesday, to the death of Mr. C. Luxmoore Drew, coroner for West London. The committee say they have had an application from Mr. H. B. Oswald, coroner for the South-Eastern district, for transfer to the Western district, and that, having regard to Mr. Oswald's qualifications and experience, they are of opinion that his application should be acceded to. Mr. Ingleby Oddie, coroner for the Westminster and South-Western districts, has appointed Mr. F. Danford Thomas, barrister-at-law, as his deputy, in the place of Mr. Peter Byrne.

Societies.

The Law Society.

NOTICE.

The annual general meeting of the members of the Law Society will be held in the hall of the society on Friday, the 11th day of July next, at 2 p.m.

The following are the names of the members of the Council retiring by rotation:—

Mr. Botterell.	Mr. Martineau.
Mr. Coley.	Mr. Peck.
Sir H. Crawford.	Mr. Phillpotts.
Mr. Garrett.	Mr. Samson.
Mr. Gregory.	Sir Richard Taylor.

So far as is known they will be nominated for re-election.

There are three other vacancies caused by the retirement of Mr. Davenport and Mr. W. M. Walters and the vacation of office by Mr. Spencer.

By Order,
E. R. Cook, Secretary.

Law Society's Hall, 5th June, 1919.

Union Society of London.

SESSION 1918-1919.

The twenty-sixth meeting of the society was held in the Middle Temple Common Room on Wednesday, 28th May, 1919, at 8 p.m. The subject for debate was: "That in the opinion of this house the system of trial by courts-martial composed entirely of officers is unsatisfactory, and that they should be replacedd by courts which would be mainly composed of members of the legal profession." Opener, Mr. Hurle Hobbs; opposer, Mr. Edmunds. The motion was lost.

A joint debate was held with the Hardwicke Society in the Middle Temple Common Room on Wednesday, 4th June, at 8 p.m. The president of the Union, Mr. Stranger, was in the chair. The subject for debate was: "That the Peace terms put forward by the Allies are unnecessarily harsh to Germany." Opener, Mr. L. Morgan May (president of the Hardwicke Society); opposer, Mr. A. Safford (the Union Society). The motion was lost by one vote.

The New Vice-Chancellor of Lancaster.

A large and representative gathering, probably the largest in living memory, of members of the Bar and members of the local law society welcomed the new Vice-Chancellor of the Lancashire Chancery Court at his first sitting, on Tuesday, 27th May, in St. George's Hall, Liverpool. The size of the attendance testified to the high regard in which the Vice-Chancellor is held, and to the anticipations of the maintenance and, in fact, advancement of the prestige of the court.

Mr. Whitty, on behalf of the members of the Bar practising in the Palatine Court, expressed the extreme pleasure and gratification at seeing his honour in the position he now occupied as Vice-Chancellor and judge of that court. Most of them had been intimately associated with Mr. Lawrence in his career at the Bar. They felt certain that his honour was possessed of those qualities which would make the administration of justice in that court a credit to the County Palatine. In a way that appointment was unique. It was only seven short years since Mr. Lawrence was doing his work on the benches in a stuff gown. Since then he had been appointed one of His Majesty's Counsel, succeeded to the position of Registrar, and now he became Vice-Chancellor. Another way in which the appointment was unique, he (Mr. Whitty) thought, was that it formed a precedent in which a Registrar had become a Vice-Chancellor. The appointment was not given for political service, but for the possession of those sound qualities as a lawyer, and experience which would lead to the discharge of the duties in the most efficient way.

Mr. Finlay Dun, president of the Liverpool Law Society, on behalf of the solicitors, said they had known Mr. Lawrence intimately, both as a counsel practising in Liverpool, as Registrar, and as deputy of the Chancellor, and they had the utmost confidence in his legal knowledge and sound judgment.

Ald. A. S. Mather, who practised in the court for over fifty years, and had now retired, also added his felicitations, and expressed the belief that the volume of business at the court would increase when they had a Vice-Chancellor who resided within easy distance of Liverpool and Manchester, and under whom the sittings of the court would be regular.

Vice-Chancellor Lawrence, in acknowledging the good wishes expressed and the kindly welcome extended, said they would be a great encouragement and assistance to him. Their expressions of confidence would be a great help to him, and he appreciated them in a way he could not do had he come amongst them as a stranger. He appreciated their kind words, and he hoped he would deserve about 10 per cent. of them.

The Royal Commission on Awards to Inventors.

The powers and functions of the Royal Commission on Awards to Inventors are described by Mr. Baldwin in a written answer to Sir Clement Kinloch-Cooke.

Primarily the Commission, acting under section 29 of the Patents Act, 1907, will decide what awards are to be made to patentees for the use by Government Departments of their patents. In these cases the patentee has a statutory right to have his remuneration settled by the Treasury, and the Commission has been substituted for the Treasury (subject to the assent of the patentee) for administrative convenience.

Beyond this strict statutory right, awards have been made as an act of grace to persons whose inventions, designs, drawings, or processes have been used by Government Departments, although in strict law there is no monopoly enforceable against the Crown, and there is no legal right to any payment. Such awards are made only in cases of exceptional merit, and they are in general much smaller than the payments made in cases where there is a statutory right. This heading includes the cases of all persons employed by Government Departments who are subject by the rules of their service or otherwise to terms which debar them from taking out patents on their own account, or entitle the Government to the benefit of any inventions they may make. Three conditions are necessary to qualify a claimant for remuneration under this heading. A mere general suggestion is not enough; there must have been a reduction of the suggestion to a definite workable form, which was put into practice substantially, though not necessarily in every detail. A mere suggestion that nets might be used against submarines, or aerial nets against aeroplanes, would obviously not of itself be enough. In the next place, the user of the invention by the Government Department must be due to the inventor. If inventor A. communicated his invention to a Department and caused it to be used first, a subsequent inventor B. of substantially the same invention could have no claim to remuneration. Thirdly, the invention must be one of exceptional utility before a grant of public money can be sanctioned, apart from any legal obligation. The whole subject-matter, says Mr. Baldwin, must obviously be regarded from a very broad, though sympathetic standpoint, and it would be most inadvisable to attempt to fetter the discretion of the Commission in any way.

The Commission will not determine the ownership of any invention as between rival claimants; its only duty is to decide whether an inventor has or has not a claim to be rewarded by the Crown. Rival claims will be heard successively.

The sittings of the Commission will be public, unless it is thought that for the safety of the realm any particular invention should be kept secret. The address of the Commission is 2, Queen Anne's Gate-buildings, Westminster, S.W. 1.

Exemption from Payment of Local Rates.

His Honour Judge Tobin, K.C., at the Westminster County Court on the 28th ult., says the *Times*, delivered a considered judgment in the rating case, Crown Estate Paving Commissioners *v.* the Royal Academy of Music.

He said that the defendants (a duly incorporated society) occupied premises at York-gate, Marylebone-road, and these formed part of the Crown property. The plaintiffs had power to levy rates on the occupiers of certain Crown property to raise the cost of paving, lighting, and generally regulating such property. The plaintiffs claimed from the defendants, as such occupiers, payment of the 1918 rates for paving repairs to roads, cleaning, lighting, watering, and regulating roads, and repairing mains. Until 1918 the defendants had paid the rates, but they were now minded to contest their liability to do so, contending that they were exempt from the payment of these rates by reason of the Scientific Societies Act, 1843, which, so far as was material, enacted that no person should be liable to pay any county, borough, parochial, or other local rates in respect of any land, houses, or buildings belonging to any society instituted for purposes of science, literature, or the fine arts exclusively, provided that such society should be supported wholly or in part by annual voluntary contributions. The Royal Academy of Music was founded in 1822, and it was conceded by the plaintiffs that: (1) It was instituted for the purposes of the fine arts exclusively; (2) it was a society that complied with all the requirements which the Act of 1843 demanded as a condition of exemption; (3) the rates in question were local rates within the meaning of the Act; and (4) the land and buildings in question were occupied by the Royal Academy of Music for the transaction of its business and for carrying into effect its purposes.

Nevertheless, the plaintiff contended that the Act of 1843 did not bind the Crown, and that, consequently, the defendants were liable to pay these rates. It was a well-established rule in the construction of Acts of Parliament that the Crown was not bound by statute, except by express words, or by necessary implication. On the other hand,

judges of great learning had indicated an opinion, though no judge had expressly decided, that when a particular Act was for the furtherance of religion, or the advancement of learning, the Crown might be bound by such Act. For, as Lord Coke said, in the quaint and courteous language of the day, "religion, justice, and truth are the sure supporters of the crowns and diadems of kings."

The question he had to decide was whether the Crown was bound by the Scientific Societies Act, 1843. It was important, in the interest of science and of the fine arts, that the Royal Academy of Music should be absolutely exempt from liability to pay those rates. That being so, he held that the Crown is bound by the Act, and that the Royal Academy of Music succeeded in its claim for exemption.

Judgment for the defendants was entered.

The Army Trustee.

The War Office has issued a pamphlet on the constitution and powers of the Army Trustee, a non-profit-sharing corporation under the Companies Acts which is empowered to act as trustee and custodian of any money or securities which are the property of any of the forces.

The original three directors, nominated by the King, the Army Council, and the Master of the Rolls respectively, are Lord Harcourt, General Sir Archibald Hunter, and Sir William Plender. The four additional directors now appointed are Lord Weir, Sir John Simon, K.C., Major-General Sir Gerald Ellison, and Major R. L. Barclay.

Transfer of funds to the Army Trustee relieves the transferors of all further responsibility and trouble in connection with the property. Cash can be deposited for safe custody, while interest at an agreed rate on deposit may be arranged. No fees will be charged on capital or interest of moneys so deposited.

Property may also be made over to the Army Trustee as custodian in the form of cash for investment or securities. This property the Army Trustee then holds at the disposal of those who have the lawful control of it, and will pay the income as directed and keep the investments. This arrangement in no way ties up the capital, and the investments may be sold and the capital withdrawn or re-transferred whenever it is required.

The Army Trustee can also be appointed to act as trustee of a trust fund. Such appointment will obviate the expense and trouble of appointing new trustees. The terms of the deed creating the trust determine whether the trustee administers the income or hands it over for administration by duly constituted authorities. The Army Trustee is empowered to charge fees to cover the expenses of administration.

In the event of the Army Trustee's income exceeding expenditure, the surplus, after provision of reserves, will be devoted to the benefit of the forces.

Legal News.

Appointments.

Sir GRIMWOOD MEARS, barrister-at-law, has been appointed as Chief Justice of the High Court of Judicature at Allahabad in succession to Sir H. E. Richards, retired. Sir Grimwood Mears, who was called to the Bar at the Inner Temple in 1895, rendered many public services during the war. In 1914-15 he was engaged in collecting evidence of German atrocities, and subsequently he was secretary to the Irish Rebellion and Dardanelles Commissions. He went to the United States with Lord Reading. He was knighted in 1917.

The honour of knighthood has been conferred on Mr. Justice NORMAN CRANSTOUN MACLEOD on appointment as Chief Justice of the Bombay High Court.

Changes in Partnerships.

Dissolutions.

CHARLES MURRAY WILKINS and THOMAS WILLIAM THACKER, solicitors (Robinson, Wilkins, & Thacker), 58, Russell-square, London. May 8. Such business will be carried on in future by the said Charles Murray Wilkins. [*Gazette*, May 30.

ALFRED HOWARD and WILLIAM JAMES VENEER, solicitors (Howard & Veneer), 10, Clifford's-inn, London, E.C. May 16. The said business will in future be carried on by the said William James Veneer. [*Gazette*, June 3.

Business Changes.

Mr. E. L. D. ZEFFERTT, M.A. Oxon., who has hitherto practised as a solicitor as Zeffertt & Co., at 8, Union-court, Old Broad-street, E.C., has joined Mr. Ralph Raphael, solicitor, of 17, Coleman-street, London, E.C. 2, in partnership. The name and style will be "Raphael, Zeffertt, & Co." The firm's telephone number will be 1444 London Wall (as previously).

General.

Judge Scully appeared at West London County Court on 30th May in the distinctive robe assigned to county court judges. It was decided just before the outbreak of war that county court judges should, like those of High Court, have some distinctive mark of their office, and it was agreed that this should take the form of a mauve collar and cuffs. The robe, however, was not worn during the war.

In the House of Commons on Tuesday Mr. Broad asked the Prime Minister whether, now that oil had been discovered at Hardstoft, in Derbyshire, it was the intention of the Government to take any and what steps to secure that the property in the oil should be secured to the Crown. Mr. Kellaway, Deputy Minister of Munitions, said:—The question raised by my hon. friend is receiving the careful consideration of His Majesty's Government. Perhaps I may be allowed to add that the oil at Hardstoft has reached a height of about 2,400 ft., and is rising at about the rate of 340 ft. a day.

In reply to Lieutenant-Colonel Aubrey Herbert, who asked the Parliamentary Secretary to the Board of Agriculture to secure that when land is sold the sitting tenant shall have the right of pre-emption, subject to a fair valuation, Mr. Pratt writes: "The disturbance caused to tenants of agricultural holdings by the sale of landed estates and its effect upon food production is receiving the careful consideration of the Board."

Mr. A. Mitchell Palmer, says the *Daily News*, who is indicated as the chief target of the bomb-throwers in Washington, succeeded Mr. Gregory as Attorney-General in Mr. Wilson's Cabinet. His predecessor began in the Department of Justice a severe policy against the Radical Press and anti-war organisations, and Mr. Palmer has continued it. Before entering the Cabinet, only this year, he was Custodian of Enemy Property, in which office he carried out the very large and complicated task of winding-up the German concerns in the United States. Mr. Palmer has served in Congress. He is a Pennsylvania lawyer and a member of the Society of Friends.

In the House of Commons on Tuesday, replying to Lieutenant-Colonel Sir J. Norton-Griffiths, who asked whether in the constitution of the League of Nations it was the intention of the Government that the representation of the self-governing British Dominions would be as full as that of the smaller sovereign nations, and whether a representative of the Dominions was eligible for appointment to the executive council, Mr. Bonar Law said:—The answer to both parts of the question is in

the affirmative. As regards the second part, the Dominions will be eligible for appointment to the Council on exactly the same terms as the other members of the League not permanently represented on it.

In the House of Commons on Tuesday Mr. A. Chamberlain Chancellor of the Exchequer, replying to Mr. Bottomley, said the approximate amount owing by British citizens to Germany in respect of trade debts and bank balances at the outbreak of war, as recorded with the Custodian for England and Wales, was £14,000,000, exclusive of debts under £50, which had not been recorded with the Custodian. Of this sum approximately £2,000,000 had become the subject of vesting orders made by the High Court and the Board of Trade, and had been collected by the Custodian. What would be done with the sum collected and what course would be adopted in regard to the balance would depend on the final terms of the Treaty of Peace, and he referred the hon. Member to Section X. of the Official Summary, which was recently published in the Press.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, May 30.

DISTRICT IRON AND STEEL CO., LTD.—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Joseph Payton, District Works, Smethwick, near Birmingham, liquidator.

T. G. FOWLER & CO., LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to Ernest Holland, 43 and 45, Muriel-st., Islington, liquidator.

C. E. GALE ARTIFICIAL LIMB CO., LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before June 30, to send in their names and addresses, and particulars of their debts or claims, to George Florence, 58, Fenchurch-st., liquidator.

MARION STEAMSHIP CO., LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before June 19, to send in their names and addresses, and particulars of their debts or claims, to Nicholas Robins and Wallace William Jessopp Sharpe, 40 and 41, Church-st., Falmouth, liquidators.

SELHURST PICTURE PALACE, LTD.—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to William Peet, Bank-buildings, 1, High-st., Croydon, liquidator.

London Gazette.—TUESDAY, June 3.

CURZON SYNDICATE, LTD.—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to F. H. Cooper Christmas, 46-47, London-wall, liquidator.

CYMOS, LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to Herbert Henry Savill, at Third Floor, Lennox House, Norfolk-st, Strand, liquidator.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 30.

LOADER, GEORGE FREDERICK CHARLES, Park Hill Lodge, Shortlands, Kent, Broker. July 1. Page v. Loader and Another, Sargant, J. Thomas Marsh Loader, Town Hall, Oxford.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 30.

BAKER, CHARLES FREEMAN, Mellor, Derby, Manufacturer. June 30. Norton & Spencer, Manchester.

BAKEWELL, ANNIE, Upper Norwood. June 30. Williams & James, Norfolk House, Thames Embankment.

BALL, MARY ANN, Queensland, Australia. June 30. Theodore, Goddard & Co., 10, Serjeants'-inn, Temple.

BARON, JOHN, Brighton. July 17. Farrar & Co., Manchester.

BARTON, CHARLES GEORGE, Macoma-road, Woolwich, Clerk. June 21. Rodgers, Gilbert & Rodgers, 4, Walbrook.

BATEMAN, Right Hon. AGNES BURRELL, Baroness, Brome Hall, Norfolk. June 27. G. F. Hudson, Matthews & Co., 32, Queen Victoria-st.

BOYLAN, WILLIAM ERNEST, Willaston, near Chester. June 30. J. Watson Stocker, 150, Fenchurch-st.

BRIGGS, JOHN GEORGE, Bournemouth. June 26. Tattersall & Son, Bournemouth.

BUTCHER, JAMES, Teignmouth. July 1. Hutchings & Kennaway, Teignmouth.

BUCKLEY, REGINALD RAMSDEN, Montague-st., Holborn, Author. July 1. Kingsley Bayly, 19, Devereux-ct., Strand.

BYWATER, GEORGE EDWARD, Bradford. July 1. Chas. H. J. Marsden, Bradford.

CHAPMAN, THOMAS, Canterbury. June 26. Henry Fielding, Canterbury.

CHARSLEY, REGINALD BURTON, Charing Cross. June 30. Robins, Hay Waters & Hay, 9, Lincoln's Inn-fields.

CHATTAWAY, ELIZABETH, Richmond. June 30. Powell, Rogers & Merrick, 17, Essex-st., Strand.

COCKIN, ANN MARIA, Kingston-upon-Hull. July 1. H. Woodhouse & Chambers, Hull.

COCKIN, JOHN, Kingston-upon-Hull, Estate Agent. July 1. H. Woodhouse & Chambers, Hull.

CONWAY, WILLIAM, Halifax, Nurseryman. July 12. Barstow & Midgley Halifax.

DAVIES, ROSE HANNAH, Birmingham. July 15. Enoch Evans & Son, Walsall.

DICK, JOHN ASHTON, Carlisle, Insurance Inspector. July 10. Robert Brown & Son, Newcastle-upon-Tyne.

DICK, THOMAS AITKEN, Cadogan-gdns. June 30. Stephenson, Harwood & Co., 31 Lombard-st.

DICKIN, THOMAS ATCHERLEY MASSY, Wem, Salop. June 30. Lucas, Salt & Glover, Wem.

DOWLING, ELIZABETH MARY, Queensland, Australia. June 30. Theodore Goddard & Co., 10, Serjeants'-inn, Temple.

DOYLE, MARY, 21a, Sloane-st. June 30. Blount, Lynch & Petre, 48, Albemarle-st.

DRONSFIELD, SAMUEL, Oldham, Machinist. July 1. J. R. & L. G. Harries-Jones, Oldham.

DYSON, ELIZA, Temple Fortune-hill, Hampstead. June 30. J. Arnatt, 31, John-st., Bedford-row.

EDWARDS, Dame LAURA SELINA, Goldborne-rd., North Kensington. July 7. Walker & Rowe, 14, Union-ct., Old Broad-st.

ELLIS, WILLIAM ASHTON, Rochester-row, Westminster, M.R.C.S., L.R.C.P. June 25. Nisbet, Drew & Loughborough, 23, Austin-friars.

EVANS, MOSES, Bettws Cedewain, Montgomery, Farm Labourer. July 2. Richard E. George, Newtown, N. Wales.

GAME, ISABELLA, Ware, Herts. June 30. Marsden, Burnett, Faithfull & Davy, 11, Henrietta-st., Cavendish-sq.

GETHING, EDWARD LITTLETON, Bournemouth. June 30. Preston & Francis, Bournemouth.

GOODBEHERE, FREDERICK GEORGE, Manchester. Engineer. July 30. Robert Innes, Manchester.

GORMAN, WILLIAM, Wigan, Detective Inspector. June 14. James C. Gibson, Wigan.

GRAYLING, HARRIET, Canterbury. June 26. Henry Fielding, Canterbury.

GREY, ARTHUR, Scarsdale-villas, Kensington. June 28. Bellord & Co., 8, Waterloo-pl., Pall Mall.

HAGGAR, JOSEPH HALES, Beckenham, Butcher. June 30. Attenborough, 15 and 16, Thavies-inn, Holborn-circus.

HARDING, CHARLES, Park-grove, Battersea. July 17. Horace W. Davies, 20, Bedford-row.

HARRIS, GEORGE GODFREY, Argyle-rd., West Ealing. July 14. H. S. Wright & Webb, 12, Bloomsbury-sq.

HARRISON-SMITH, AURORA MARY, Dover. Aug. 1. Sismey & Co., 2, Pump-ct., Temple.

HORROBIN, WILLIAM HENRY, Birmingham, Jeweller's Stamper. June 30. Joseph Taylor, Birmingham.

HORSMAN, ELIZA, Southampton. July 30. Bassett, Stanton & Bassett, Southampton.

HUGHES, CHARLES, Manchester, Jeweller. July 12. Richard Hilditch, Manchester.

HUGHES, PETER DAVID, Manchester, Clerk. June 26. Douglas Houstoun, Duchy of Lancaster Office, London.

HUTCHINSON, CONSTANCE ELIZA ANN, Stratford-on-Avon. June 30. Tatham & Lousada, 16, Old Broad-st.

HUTTON, HENRY FRANCIS, Wrexham. June 28. Evan Morris & Co., Wrexham.

JAMES, JAMES ALFRED, New Southgate. June 30. Liddle & Liddle, Ocean House, 24 and 25, Great Tower-st.

JONES, HENRY ALFRED, Eastbourne. July 31. Ball & Redfern, 10, Gray's Inn-place Gray's Inn.

KEIGHLEY, WILLIAM, Bradford. June 30. Albert V. Hammond, Bradford.

LAVERACK, JOHN, Bradford. June 30. Albert V. Hammond, Bradford.

MAKIN, GEORGE, Heaton Mersey, Lancs, Jeweller. July 12. Richard Hilditch, Manchester.

MAYE, WILLIAM BENNETT, Staverton. June 24. Kellocks, Totnes, Devon.

MERSON, WILLIAM, Bournemouth, Surgeon Dentist. July 1. Goodale, Merson & Co., 9, Essex-st, Strand.

MITCHELL, ALEXANDER, Southport, Beerhouse Keeper. June 28. A. J. Mawdsley, Southport.

MITCHELL, WILLIAM, Mexborough, Engineer. June 30. J. W. & A. E. Hattersley, Mexborough.

MOORE, WILLIAM CHARLES, Kenway-rd., Earl's Court. July 7. Pearce & Nicholls, 12, New-ct., Lincoln's Inn.

MULLENDORFF, MARIE HELENE LEONIE, Brussels. June 30. Garrard, Wolfe & Co., 13, Suffolk-st., Pall Mall East.

NICHOLLS, SIDNEY ALBERT, Liverpool-st. July 5. Curtis & Co., 16, Great Marlborough-st.

NORTH, JOHN, Manchester, Cloth Buyer. June 30. Jackson & Newton, Manchester.

O'MAHONY, JAMES, Colestown-st., Battersea Park-rd, Battersea. June 30. Theodore Goddard & Co., 10, Serjeants'-inn, Temple.

PATTERSON, FLORENCE, Dorchester. July 10. Charles Romer, 20, Bucklersbury.

PATRICK, ELIZABETH, Doncaster. July 8. Fred A. Jordan, Doncaster.

PICKERING, JANE, Millom, Cumberland. June 28. Thos. Butler & Son, Broughton-in-Furness.

PILKINGTON, EDITH, Framlingham, Suffolk. July 1. F. G. Ling & Son, Framlingham.

POLE, WILLIAM, Redland, Bristol, Advertising Contractor. July 5. Barry & Harris, Bristol.

POLLARD, JANE FRANCES, Salisbury. July 12. Edward J. Tatum, Salisbury.

PRICE, Sir THOMAS REES, Capetown, K.C.M.G. June 30. Theodore Goddard & Co., 10, Serjeants'-inn, Temple.

REYNOLDS, JOSEPH MEADOWS, Crescent-lane, Clapham, Civil Servant. July 1. Finch, Turner & Tayler, 84, Cannon-st.

RODGERS, GEORGE FOUND, Jersey, Channel Islands. June 21. Rodgers, Gilbert & Rodgers, 4, Walbrook.

RUSSELL, Right Hon. GEORGE WILLIAM ERSKINE, Wilton-st. June 30. Wing & Eade, 1, Gray's Inn-sq.

SHANAHAN, HENRIETTA TARLETON, New Cavendish-st. July 1. Vincent St. Lawrence, 20, Mount-av., Ealing.

SHAW, WALTER, Birmingham, Merchant. July 1. Tanfield & Co., Birmingham.

SHONE, ISAAC, Gwendolen-av., Putney, Civil Engineer. July 1. W. W. Young Son & Ward, 24, Ely-pl.

SMALLEY, MOSES, Bournemouth. June 30. C. B. Stacpoole, Bournemouth.

SMITH, WILLIAM AGUR, Hartlepool. July 10. H. W. Bell, West Hartlepool.

SPENSLEY, THOMAS CLARK, Skipton, Coal Merchant. June 23. Charlesworth & Wood, Skipton.

STANCLIFFE, ELLEN MARIANNE, Bournemouth. July 12. Edward H. Bone, Bournemouth.

TAMPLIN, RICHARD WILLIAM, Petrograd. June 28. Bevan & King, 10, Old Jewry-chmbrs.

TODD, MATILDA, Whalley Range, Manchester. June 30. Smith, Youatt & Smith, Manchester.

TOLLEMACHE, Hon. LIONEL ARTHUR, Haslemere. June 30. Peake, Bird, Collins & Co., 6, Bedford-row.

UTLEY, MARY, West Didsbury. June 30. Grundy, Kershaw, Samson & Co., Manchester.

WALLACE, JOHN BARBER GRIERSON, Anerley-rd., Anerley. July 7. Pearce & Nicholls, 12, New-ct., Lincoln's Inn.

WALSH, Right Rev. Bishop WILLIAM, D.D., Canterbury. June 26. Henry Fielding, Canterbury.

WELLER, GEORGE HENRY, Nottingham. July 1. F. H. Norvill, c/o F. W. Dance, Nottingham.

WIGLEY, FREDERIC GEORGE, Rodney-ct., Maida Vale, Barrister-at-Law. July 19. Balderston, Warren & Pothecary, 32, Bedford-row.

WILSON, JOHN FAUL, Harrogate, Yorks, Architect. June 24. Ince, Colt, Ince & Roscoe, 31, Benet-chmbrs., Fenchurch-st.

WOOD, MARY ANN, Green Hammerton, Yorks. July 12. John R. Wood, York.

WOODFORDE-FINDEN, AMY, Cork-st. July 30. Andrew, Wood, Purves & Sutton, 8 and 9, Great James-st., Bedford-row.